



DEPARTMENT OF GENERAL SERVICES  
**SOLICITATION AMENDMENT #2**  
**RFP# 1001267**  
**November 16, 2010**

Isiah Leggett  
County Executive

David E. Dise  
Director

PAGE 1 of 5 FOR THE PROCUREMENT: **Montgomery County Conservation Corps**

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ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. **YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT PROPOSAL.**

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DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

**Change #1**

On pages 19-20, paragraph h is deleted in its entirety, and replaced with new language.  
REPLACE page 19 with attached, **REVISED page 19, changes are in bold, and italicized.**

**Change #2**

On page 21, paragraph h is deleted in its entirety, and replaced with new language.  
REPLACE page 21 with attached, **REVISED page 21, changes are in bold, and italicized**

**Change #3**

On page 22, add new paragraph m.  
REPLACE page 22 with attached, **REVISED page 22, changes are in bold, and italicized**

**Change #4**

On Attachment F, new requirements for Automobile Liability coverage have been added.  
REPLACE attachment F with attached, **REVISED Attachment F, changes are in bold, and italicized**

.....  
THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **IS NOT** EXTENDED.

ISSUED BY: David E. Dise  
David E. Dise, CPPO, Department of General Services

NAME OF OFFEROR: \_\_\_\_\_  
(Type or print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN: \_\_\_\_\_  
(Type or print)

OFFEROR'S SIGNATURE: \_\_\_\_\_ DATE : \_\_\_\_\_

(Munoz)

Office of Procurement

- ii. Provision of a minimum of 35 hours of Program services per week to ensure compliance with the AmeriCorps Education Award Program.
  - iii. Provision of Life Skills Instruction Program services, which includes, but is not limited to, drug awareness, driver's education, anger management, health, problem solving, time management, leadership, communication, computer literacy, personal finances, and citizenship.
  - iv. Provision of Career Preparation Instruction, including creating individualized career development plans and employment readiness monitoring for each Corps Member, resume writing and preparation training, career interest assessment testing, individual career counseling, job search assistance, job retention classes and assistance.
  - v. Provision of Corps Work Experience Projects (CWEP) as described in the Corps Work Experience Projects section of this RFP.
  - vi. Provision of an on site career resource center that includes job announcements, college information, trades information, computers and other resource materials.
  - vii. Provision of assistance and support to Corps Members in applying for scholarship money for post secondary education or other training programs.
  - viii. Provision of post program support to those Corps Members who earn an AmeriCorps Educational Award. This support includes meeting with or talking to former Corps Members at least three times during the year following their Program completion and providing documented assistance on job placement and job retention efforts.
- b. The Contractor must select evidence-based and promising practice strategies for the Program and adopt a program design that will facilitate the gathering of data on the required performance measures as described in the Performance Measures section of this RFP.
- c. Eligible Corps Members without a high school diploma must receive an opportunity to obtain an equivalent high school diploma. Within the first week of enrollment in the Program, the Contractor must assess each Corps Member to determine their educational level, i.e. Adult Basic education, Pre-GED or GED level. The Contractor must use an appropriate assessment tool (such as the Measure of Academic Proficiency and Progress) to assess general education skills such as critical thinking, reading, writing, and mathematics of the Corps Member. The Contractor must provide, either directly or through a subcontractor, Adult Education classes including but not limited to Adult Basic Education, Pre-GED and GED that are in compliance with State of Maryland standards.
- d. The Contractor may choose to execute contracts or cooperative agreements with subcontractors for the provision of Life Skills and Career Preparation Instruction, Job Search Skills and Job Retention Training. The Contractor must state its intent and describe such arrangements and proposed arrangement in detail in the proposal submitted in response to this RFP.
- e. The Contractor must develop, implement, and maintain a written policy and procedure manual, subject to approval by the County, specifically related to client rights and grievance procedures which must be submitted to the County for approval within 45 days following contract execution.
- f. The Contractor must participate and become certified in the Excellence in Corps Operations (ECO) program administered by the Corps Network.
- g. The Contractor must provide pre-employment and ongoing random drug testing for Corps Members.
- h. *The Contractor is responsible for providing a County-approved space that is sufficient to house the Program and equipment. If space is needed by the Contractor, the County may, at its discretion, offer the Contractor use of the vacant County property on 14900 Southlawn Lane, Rockville, MD until June 30, 2014. After which, the Contractor will be responsible for the provision of space for the program. If using the County property, the Contractor must enter into an appropriate Space License Agreement or other agreement deemed appropriate by the County.*

- e. CWEPs must not include removal or cleaning up of any toxic waste or other hazardous substance.
- f. The Contractor, in developing and approving CWEPs, must ensure that:
  - i. the CWEP will not discriminate based on an individual's race, color, religious creed, ancestry, sex, national origin or non-job-related handicap or disability;
  - ii. the CWEP cannot attempt to: influence legislation; organize or engage in protests, petitions, boycotts, or strikes; assist, promote, or deter union organizing; impair existing contracts for services or collective bargaining agreements; engage in partisan political activities, or other activities designed to influence the outcome of an election to any public office; participate in, or endorse, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials; engage in religious instruction, conduct worship services, provide instruction as part of a program that includes mandatory religious instruction or worship, construct or operate facilities devoted to religious instruction or worship, maintain facilities primarily or inherently devoted to religious instruction or worship; or engage in any form of religious proselytizing;
  - iii. The CWEP cannot provide a direct benefit to: a business organized for profit; a labor union; a partisan political organization; and a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent Corps Members from engaging in advocacy activities undertaken at their own initiative, outside of this Program; and,
  - iv. Such other activities as the AmeriCorps Program may prohibit.
- g. The Corps Members must be available to assist in emergency projects including, but not be limited to, natural disasters, fire prevention and suppression and rescue of lost or injured persons. Corps Member participation in emergency projects must be voluntary. Corps Members must receive adequate training, specific to the emergency, prior to participating in an emergency project.
- h. ***The Contractor must provide vehicles, tools, equipment and other supplies necessary to complete CWEPs. In addition, the Contractor must provide maintenance to ensure the safe operable condition of all property, vehicles, supplies, instruments, tools, and equipment. Montgomery County will provide a one time transfer of personal property, vehicles, supplies, instruments, tools, and other equipment as listed in Attachment J. Any additional vehicles or equipment needed for CWEPs must be included in the Contractor's proposed budget (Attachment K). The Contractor must maintain a current written inventory of all non-expendable items such as tools, equipment, vehicles, tractors and other related rolling stock and provide a copy as required by the County. The Contractor must notify the County Contract Administrator within 24-hours of any thefts, loss, and destruction of any inventoried items with a value of \$100 or more dollars. Upon termination of the contract resulting from this RFP, the Contractor will be required to return all equipment from the one time transfer and any equipment, furniture, office equipment, etc. purchased with County funds per Section B, General Conditions of Contract Between County & Contractor in this RFP.***
- i. The Contractor must ensure the Program conforms to all relevant and applicable state, federal and local statutes and regulations at all times, including applicable Occupational Safety and Health Administration (OSHA) safety standards.
- j. The Contractor must provide appropriately sized uniforms to each Corps Member. Corps Members must be provided with a clean uniform shirt and pants each day. Shirts will be appropriately marked with the AmeriCorps emblem and the Montgomery County Conservation Corps Logo. The Contractor is responsible for laundering and maintaining Corps Member uniforms.
- k. The Contractor is responsible for ensuring each Corps Member is outfitted with appropriately sized work related protective attire including, but not limited to, leather work gloves, eye goggles, OSHA

certified back brace, wet weather rain parkas/ponchos/pants as well as winter work parkas or suitable jackets, sweat shirts, hats, etc. Contractor must ensure that each Corps Member is required to possess and wear safety boots.

- l. The Contractor must comply with all provisions of the AmeriCorps Educational Awards program and serve as a sub-grantee for the Corps Network. (See Attachment I)
- m. *The Contractor must provide transportation for Corps Members to and from CWEPs and emergency project sites.*

#### Program Related Compensation to Corp Members

- a. The Contractor must pay Corps Members an hourly wage for work performed that is no less than the Federal minimum wage rate. [Note, the resultant contract is also subject to the Wage Requirements for Services Contracts – See Attachment G]
- b. The Contractor must ensure that Corps Members are scheduled to participate in the Program for a sufficient number of hours to ensure compliance with the AmeriCorps Educational Awards program. In no instance shall Corps members be scheduled for more than 40 hours per week.

#### Staffing Requirements

- a. The Contractor must employ a sufficient number of staff members necessary to provide the services described in this RFP and designate a program staff person as single point of contact to work with the DHHS Program Monitor and any other organizations.
- b. Persons eligible to be hired as staff must be:
  - i. Physically and mentally capable of performing labor intensive work and supervisory duties;
  - ii. Certified and credentialed in their respective fields; and
  - iii. Knowledgeable and/or experienced in youth development principles and practices;
- c. The Contractor must ensure that all staff and volunteer personnel submit to a criminal background check before they provide services to clients under this Contract, in accordance with State law, including Code of Maryland Regulations (COMAR) §12.15.02 and all relevant provisions of Title 5, Subtitle 5, Part VI of the Family Law Article, Annotated Code of Maryland (“Criminal Background Investigations for Employees of Facilities and Other Individuals that Care for or Supervise Children”).
- d. The Contractor must notify the County of vacant program positions within 15 days of notification of the vacancy or the vacancy if no prior notification is provided. The County will then inform displaced County employees who may apply for the vacancies. The Contractor must give appropriate consideration to hiring qualified public employees displaced by the Contract resulting from this RFP.

#### Records and Reports

##### a. Monthly Reports

The contractor must provide monthly reports to the County in a format approved by the County, no later than 15 days following the end of each month. These reports must accompany the monthly invoice and must include the following information, at a minimum:

- i. List of the number and names or identification numbers of Corps Members enrolled;
- ii. List of eligible youth on Program waiting list for enrollment
- iii. List number and type of hours of service or education completed per Corps Member;

## ATTACHMENT F

### MANDATORY INSURANCE REQUIREMENTS

#### MANDATORY INSURANCE REQUIREMENTS

Employment Career Preparation and Education, Life Skills Instruction to Montgomery County Conservation Corps members ( At Risk Young Adults)

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

#### Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

#### Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

#### Automobile Liability Coverage

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles*
- hired automobiles*
- non-owned automobiles*

#### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

#### Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required, unless a greater period is required by law.

#### Certificate Holder

Montgomery County, Maryland  
DHHS / Phil Royston  
401 Hungerford Drive 6<sup>th</sup> floor  
Rockville, Maryland 20850



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett  
County Executive

David E. Dise  
Director

**SOLICITATION AMENDMENT #1**

**RFP# 1001267**  
**October 27, 2010**

PAGE 1 of 1 FOR THE PROCUREMENT: **Montgomery County Conservation Corps**

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ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. **YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT PROPOSAL.**

\*\*\*\*\*

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

**Change #1**

The pre-submission conference date is changed from November 3, 2010 to **November 17, 2010 at 10:00 AM in the Large Conference Room at 255 Rockville Pike, Suite 180, Rockville, MD 20850.**

**Change #2**

The submission due date is changed from November 19, 2010 to **no later than 3:00 PM on December 15, 2010.**

.....  
THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **IS EXTENDED.**

ISSUED BY: \_\_\_\_\_

*David E. Dise*

David E. Dise, CPPO, Department of General Services

NAME OF OFFEROR: \_\_\_\_\_

(Type or print)

NAME AND TITLE OF PERSON

AUTHORIZED TO SIGN: \_\_\_\_\_

(Type or print)

OFFEROR'S SIGNATURE: \_\_\_\_\_

DATE : \_\_\_\_\_

(Munoz)

Office of Procurement

## **Notice to Offerors**

### **Request for Proposals # 1001267 Montgomery County Conservation Corps**

**In order to be eligible for a contract award related to this RFP, an offeror must be a type of national service program that meets the requirements of 42 U.S.C. 12572, consistent with AmeriCorps Program Requirements, as well as 42 U.S.C. 12572, Section 122, and AmeriCorps State and National Policy Frequently Asked Questions (FAQs) regarding Organizational Eligibility and Application (see Attachment I).**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website ([www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



**REQUEST FOR PROPOSALS**  
**RFP# 1001267**  
**Montgomery County Conservation Corps**  
**October 19, 2010**

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

**One original and 4 copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 P.M on November 19, 2010 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.**

**There will be an optional pre-submission conference at 10:30 AM on November 3, 2010, in the Large Conference Room at 255 Rockville Pike, Suite 180, Rockville, MD 20850.**

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact **Angela Talley, 7300 Calhoun Place, Suite 600, Rockville, MD 20855 at (240) 777-1493.**

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact **Tania Munoz at (240) 777-9920.**

**(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)**

|  |          |
|--|----------|
| <b>This is a Services Contract (see Section A, Services Contract):</b>   | <b>X</b> |
| <b>or</b>  |          |
| <b>This is a Construction Contract (See Attachment H):</b>   |          |
| <b>or</b>  |          |
| <b>This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):</b> |          |

David E. Dise, Director  
Department of General Services

Revised 04/10



RFP # 1001267  
TABLE OF CONTENTS

|   |    |
|---|----|
| Acknowledgment  | 5  |
| Name and Signature Requirements for Proposals and Contracts                   |    |
| Acknowledgment of Solicitation Amendments                                     |    |
| Section A <u>Instructions, Conditions and Notices</u>                         | 6  |
| Acceptance Time   |    |
| Acknowledgment  |    |
| Contract Documents  |    |
| Determination of Responsibility   |    |
| Joint Procurement   |    |
| Late Proposals  |    |
| Minority, Female, Disabled Person Program Compliance                          |    |
| Montgomery County Code and Procurement Regulations                            |    |
| Optional Pre-submission Conference  |    |
| Payment Terms   |    |
| Proposals   |    |
| Proposal Withdrawal/Modification  |    |
| Proprietary & Confidential Information  |    |
| Protests  |    |
| Public Posting  |    |
| Qualification of Offerors   |    |
| Questions   |    |
| Services Contract   |    |
| Solicitation Amendments   |    |
| Solicitation Preparation Expenses   |    |
| Verbal Explanations   |    |
| Section B <u>General Conditions of Contract Between County and Contractor</u> | 11 |
| Accounting System and Audit, Accurate Information                             |    |
| Americans with Disabilities Act   |    |
| Applicable Laws   |    |
| Assignments and Subcontracts  |    |
| Changes   |    |
| Contract Administration   |    |
| Cost & Pricing Data   |    |
| Disputes  |    |
| Documents, Materials and Data   |    |
| Duration of Obligation  |    |
| Entire Agreement  |    |
| Ethics Requirements/Political Contributions                                   |    |
| Guarantee   |    |
| Hazardous and Toxic Substances  |    |
| Health Insurance Portability and Accountability Act (HIPAA) Compliance        |    |
| Immigration Reform and Control Act  |    |
| Inconsistent Provisions   |    |
| Indemnification   |    |
| Independent Contractor  |    |
| Inspections   |    |
| Insurance   |    |
| Intellectual Property Approval and Indemnification - Infringement             |    |

## TABLE OF CONTENTS

|                    |  |    |
|--------------------|--|----|
|                    | Non-Conviction of Bribery  |    |
|                    | Non-Discrimination in Employment   |    |
|                    | Payments   |    |
|                    | Personal Property  |    |
|                    | Termination for Default  |    |
|                    | Termination for Convenience  |    |
|                    | Time   |    |
|                    | Work Under the Contract  |    |
| Section C          | <u>Scope of Services</u>   | 17 |
|                    | Background   |    |
|                    | Intent   |    |
|                    | Scope of Services/Specifications/Work Statement  |    |
|                    | Contractor Qualifications  |    |
|                    | Contractor Responsibility  |    |
|                    | County Responsibility  |    |
|                    | Reports  |    |
|                    | Deliverables/Milestones  |    |
| Section D          | <u>Performance Period</u>  | 26 |
|                    | Term   |    |
|                    | Price Adjustments  |    |
| Section E          | <u>Method of Award/Evaluation Criteria</u>   | 26 |
|                    | Procedures   |    |
|                    | Evaluation Criteria  |    |
| Section F          | <u>Submissions</u>   | 28 |
|                    | Proposal Submissions   |    |
|                    | Award Submissions  |    |
| Section G          | <u>Compensation</u>  | 30 |
| Section H          | <u>Contract Administrator</u>  | 30 |
|                    | Authority  |    |
|                    | Using Department   |    |
| Section I          | <u>Special Terms and Conditions</u>  | 30 |
| Section J          | <u>Ethics</u>  | 30 |
| <u>ATTACHMENTS</u> |  |    |
| A.                 | References   | A1 |
| B.                 | Metropolitan Washington Council of Governments Rider Clause  | B1 |
| C.                 | Minority Business Program & Offeror's Representation   | C1 |
| D.                 | Minority-Owned Business Addendum to the General Conditions of Contract<br>Between County and Contractor, and its companion document entitled Minority,<br>Female, Disabled Person Subcontractor Performance Plan   | D1 |
| E.                 | Offeror's Certification of Cost and Price  | E1 |
| F.                 | Mandatory Insurance Requirements   | F1 |
| G.                 | Wage Requirements for Services Contract Addendum to the General Conditions of<br>Contract between County and Contractor, and its companion documents entitled<br>"Wage Requirements Certification" and "501(c)(3) Nonprofit Organization's<br>Employee's Wage and Health Insurance Form" | G1 |
| H.                 | Prevailing Wage Requirements for Construction Contract Addendum to the General<br>Conditions of Contract between County and Contractor   | H1 |

RFP # **1001267**

|  |    |
|--|----|
| I. 2010 AmeriCorps Grant Provisions for the AmeriCorps State and National programs | I1 |
| J. Montgomery County Conservation Corps Equipment List                             | J1 |
| K. DHHS Budget Sheet   | K1 |
| L. Program #2 Rate Proposal  | L1 |

Montgomery County, Maryland  
Acknowledgment Page

**ACKNOWLEDGMENT**

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: \_\_\_\_\_

Printed Name and Title of  
Person Authorized to Sign Proposal: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

**ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

| Amendment Number | Date |
|------------------|------|
|                  |      |
|                  |      |
|                  |      |

The following provisions are applicable to this solicitation:

**ACCEPTANCE TIME**

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

**ACKNOWLEDGMENT**

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

**CONTRACT DOCUMENTS**

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

**DETERMINATION OF RESPONSIBILITY**

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)  
Montgomery College (MC)  
Montgomery County Public Schools (MCPS)  
Montgomery County Revenue Authority  
Montgomery County Housing Opportunities Commission (HOC)  
Washington Suburban Sanitary Commission (WSSC)  
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

The County's payment terms are net thirty (30) days.

## SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

**PROPOSALS**

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

**PROPOSAL WITHDRAWAL/MODIFICATION**

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

**PROPRIETARY & CONFIDENTIAL INFORMATION**

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

**PROTESTS**

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends

**SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)**

supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

**PUBLIC POSTING**

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:  
[www.montgomerycountymd.gov/content/DGS/pro/public\\_awards.asp](http://www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp).

**QUALIFICATION OF OFFERORS**

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

**QUESTIONS**

All technical and non-technical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

**SERVICES CONTRACT (County Code 11B-33A)**

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

**SOLICITATION AMENDMENTS**

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at [http://www.montgomerycountymd.gov/content/DGS/PRO/public\\_solicitations.asp](http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp) periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.



SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

**SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR****1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

**2. AMERICANS WITH DISABILITIES ACT**

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

**3. APPLICABLE LAWS**

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

**4. ASSIGNMENTS AND SUBCONTRACTS**

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

**5. CHANGES**

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

**6. CONTRACT ADMINISTRATION**

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;

## RFP #1001267

- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

**14. HAZARDOUS AND TOXIC SUBSTANCES**

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

**15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

**16. IMMIGRATION REFORM AND CONTROL ACT**

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

**17. INCONSISTENT PROVISIONS**

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

**18. INDEMNIFICATION**

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

**19. INDEPENDENT CONTRACTOR**

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

**20. INSPECTIONS**

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

**21. INSURANCE**

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

# RFP #1001267

TABLE A. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

## CONTRACT DOLLAR VALUES (IN \$1,000's)

|  | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over 1,000</u> |
|--|-----------------|------------------|--------------------|-------------------|
| Workers Compensation (for<br>contractors with employees)   |                 |                  |                    |                   |
| Bodily Injury by<br>Accident (each)  | 100             | 100              | 100                | See<br>Attachment |
| Disease (policy limits)  | 500             | 500              | 500                |                   |
| Disease (each employee)  | 100             | 100              | 100                |                   |
| Commercial General Liability<br>minimum combined single limit<br>for bodily injury and property<br>damage per occurrence, including<br>contractual liability, premises<br>and operations, and independent<br>contractors | 300             | 500              | 1,000              | See<br>Attachment |
| Minimum Automobile Liability<br>(including owned, hired and non-<br>owned automobiles)   |                 |                  |                    |                   |
| Bodily Injury<br>each person   | 100             | 250              | 500                | See<br>Attachment |
| each occurrence  | 300             | 500              | 1,000              |                   |
| Property Damage<br>each occurrence   | 300             | 300              | 300                |                   |
| Professional Liability*<br>for errors, omissions<br>and negligent acts, per<br>claim and aggregate, with<br>one year discovery period and<br>maximum deductible of \$25,000  | 250             | 500              | 1,000              | See<br>Attachment |

Certificate Holder  
Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

\*Professional services contracts only

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## RFP #1001267

TABLE B. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

|  | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over<br/>1,000</u> |
|--|-----------------|------------------|--------------------|-----------------------|
| Commercial General<br>Liability minimum<br>combined single limit<br>for bodily injury and property<br>damage per occurrence, including<br>contractual liability, premises<br>and operations, independent<br>contractors, and product liability | 300             | 500              | 1,000              | See<br>Attachment     |

Certificate Holder

Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

**(Remainder of Page Intentionally Left Blank)**

**22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT**

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

**23. NON-CONVICTION OF BRIBERY**

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**24. NON-DISCRIMINATION IN EMPLOYMENT**

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

**25. PAYMENTS**

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

**26. PERSONAL PROPERTY**

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

**27. TERMINATION FOR DEFAULT**

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

**28. TERMINATION FOR CONVENIENCE**

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

**29. TIME**

Time is of the essence.

**30. WORK UNDER THE CONTRACT**

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

**31. WORKPLACE SAFETY**

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45. REVISED 04/01/10

## SECTION C - SCOPE OF SERVICES:

### 1. Background/Intent

The County, through its Department of Health and Human Services (DHHS), seeks an experienced and qualified entity to provide a program of services known as the Montgomery County Conservation Corps (the “Program”). The Program seeks to improve the employment prospects and future civic contribution of out-of-school and unemployed Montgomery County youth between 17 and 24 years old; as well as to help preserve Montgomery County's natural and historic resources. In particular, the County seeks to target the program to youth who have faced significant challenges, including incarceration, gang participation, substance abuse and those lacking a high school diploma or equivalent education. The Program aims to help young adults learn more about the world around them and think critically about the impact of their personal choices on the environment.

It is the County’s intent to award two contracts, to a single qualified vendor, as a result of this solicitation. The first contract (as outlined in Program #1 below) will provide for the Program operations. The second contract (as outlined in Program #2 below) will provide for a Task Order contract which will allow the Program to continue to provide services to all Montgomery County agencies, offices and Departments, Housing Opportunities Commission and Montgomery County Public Schools on an as-needed per Task Order basis.

**In order to be eligible for a contract award related to this RFP, an offeror must be a type of national service program that meets the requirements of 42 U.S.C. 12572, consistent with AmeriCorps Program Requirements, as well as 42 U.S.C. 12572, Section 122, and AmeriCorps State and National Policy Frequently Asked Questions (FAQs) regarding Organizational Eligibility and Application (see Attachment I).**

### 2. Specifications/Work Statement

#### Program #1

##### Overview

The Montgomery County Conservation Corps provides hands-on environmental stewardship and service-learning opportunities to young, out-of-school adults, between the ages of 17-24, while accomplishing conservation, natural resource management and emergency response work. For planning and informational purposes only, it is the County’s intention to budget \$500,000 for each fiscal year for this Program. The County’s fiscal year runs from July 1st through the following June 30th. The County does not guarantee that the amounts stated herein will be appropriated and encumbered for this Program in future fiscal years. The actual amounts will be determined through the County’s budgetary procedures and are subject to change. All funds for this Program must be and are contingent upon the appropriation and encumbrance of funds for this Program by the Montgomery County Council. The information provided herein regarding funding for this Program is for planning and informational purposes and should not be relied upon as a guarantee of funding in future fiscal years. The County is seeking the best value proposal to achieve the optimum programmatic results within the County’s budget for this Program. The offeror receiving the highest score under the Evaluation Criteria set forth in Section E, Method of Award/Evaluation Criteria, Item 2, Evaluation Criteria, will receive contract awards for both contracts (Program 1 and Program 2) under this RFP.



Recruitment

The successful awardee of a contract resulting from this solicitation (hereinafter referred to as the “Contractor”) must establish a Corps member outreach and recruitment plan including, but not limited to, the recruitment of Program contacts in key Montgomery County government agencies (such as libraries and recreation centers), Montgomery County Public Schools, not-for-profit and charitable organizations, etc. These contacts will assist with promoting the Program and will refer potential Corps members to Program staff. Also, the Contractor must develop a Program web site to be operable within two months from the execution of the Contract resulting from this solicitation.

Corps Members

- a. The Contractor must provide outreach and recruitment to young adults. In particular, the Contractor must attempt to recruit young adults who have faced significant challenges including incarceration, gang participation, substance abuse and are lacking a high school diploma or equivalent education. Corps members must be enrolled for a period of six months and must:
  - i. be documented to be between 17 years of age and 24 years of age;
  - ii. be documented as living in Montgomery County for at least twelve months prior to participating in the Program;
  - iii. be physically and mentally capable of performing labor intensive work. Physical evaluation must be provided by the Contractor prior to enrollment in the Program;
  - iv. be able to provide a reason for leaving school other than to join the Program;
  - v. be qualified to be enrolled in the AmeriCorps Educational Award Program (see Attachment I);
  - vi. be a United States citizen, United States national or lawful permanent resident of the United States;
  - vii. successfully complete a criminal background check and must not have been convicted of murder or listed on the sexual offender registry; and,
  - viii. be drug free. The Contractor must provide pre-employment as well as ongoing random drug testing;
- b. Preference in hiring Corps Members must be given to economically disadvantaged young adults (at or below 200 percent of the federal poverty guidelines), including recipients (whether directly or through their family) of general assistance, Temporary Assistance to Needy Families (TANF) or other public assistance benefits.
- c. The Contractor must ensure that all Corps Members are enrolled in the AmeriCorps Educational Awards Program immediately upon Program enrollment. Upon completion of the six-month Program, the AmeriCorps Educational Award Program members will be eligible to qualify for educational awards. (see Attachment I ) NOTE: Program graduates must acquire their GED or high school diploma before utilizing AmeriCorps Educational Award funds for post-secondary educational programs.

Program Services

- a. The initial Program will, at a minimum, provide the following services:
  - i. Development of an Individual Development Plan (IDP) for each Corps Member which addresses identified employment barriers and a documented plan for overcoming those barriers. This includes a means through either direct case management or referral by which Corps Members can obtain assistance in dealing with personal issues (including abuse, trauma, and criminal issues).

- ii. Provision of a minimum of 35 hours of Program services per week to ensure compliance with the AmeriCorps Education Award Program.
  - iii. Provision of Life Skills Instruction Program services, which includes, but is not limited to, drug awareness, driver's education, anger management, health, problem solving, time management, leadership, communication, computer literacy, personal finances, and citizenship.
  - iv. Provision of Career Preparation Instruction, including creating individualized career development plans and employment readiness monitoring for each Corps Member, resume writing and preparation training, career interest assessment testing, individual career counseling, job search assistance, job retention classes and assistance.
  - v. Provision of Corps Work Experience Projects (CWEP) as described in the Corps Work Experience Projects section of this RFP.
  - vi. Provision of an on site career resource center that includes job announcements, college information, trades information, computers and other resource materials.
  - vii. Provision of assistance and support to Corps Members in applying for scholarship money for post secondary education or other training programs.
  - viii. Provision of post program support to those Corps Members who earn an AmeriCorps Educational Award. This support includes meeting with or talking to former Corps Members at least three times during the year following their Program completion and providing documented assistance on job placement and job retention efforts.
- b. The Contractor must select evidence-based and promising practice strategies for the Program and adopt a program design that will facilitate the gathering of data on the required performance measures as described in the Performance Measures section of this RFP.
- c. Eligible Corps Members without a high school diploma must receive an opportunity to obtain an equivalent high school diploma. Within the first week of enrollment in the Program, the Contractor must assess each Corps Member to determine their educational level, i.e. Adult Basic education, Pre-GED or GED level. The Contractor must use an appropriate assessment tool (such as the Measure of Academic Proficiency and Progress) to assess general education skills such as critical thinking, reading, writing, and mathematics of the Corps Member. The Contractor must provide, either directly or through a subcontractor, Adult Education classes including but not limited to Adult Basic Education, Pre-GED and GED that are in compliance with State of Maryland standards.
- d. The Contractor may choose to execute contracts or cooperative agreements with subcontractors for the provision of Life Skills and Career Preparation Instruction, Job Search Skills and Job Retention Training. The Contractor must state its intent and describe such arrangements and proposed arrangement in detail in the proposal submitted in response to this RFP
- e. The Contractor must develop, implement, and maintain a written policy and procedure manual, subject to approval by the County, specifically related to client rights and grievance procedures which must be submitted to the County for approval within 45 days following contract execution.
- f. The Contractor must participate and become certified in the Excellence in Corps Operations (ECO) program administered by the Corps Network.
- g. The Contractor must provide pre-employment and ongoing random drug testing for Corps Members.
- h. The Contractor is responsible for providing a County-approved space that is sufficient to house the Program and equipment. The County may, at its discretion, offer the Contractor use of vacant

County property/facilities to house the MCCC program at a nominal cost. The Contractor must enter into an appropriate Space License Agreement or other agreement deemed appropriate by the County when using County property, space or facilities.

- i. The Contractor must work in collaboration with the Friends of the Montgomery County Conservation Corps, Inc (hereinafter referred to after as “The Friends”). The Friends serves as an advisory board, a fundraiser, and public support to the Program. The Contractor must provide information to the Friends as requested by the County. The Contractor will send a representative to the monthly meetings of the Friends to respond to questions and to discuss future plans and partnerships. The Friends should be seen as a key partner to the Program and should be included in any public events.

Corps Work Experience Projects (CWEPs)

- a. CWEPs must be undertaken in urban, suburban and rural in Montgomery County areas. The Contractor must use the following criteria in reviewing a CWEP offer:
  - i. The CWEP will provide Corps Members with education and training in employable skills;
  - ii. The CWEP will attract community support, participation, and funding;
  - iii. The CEWP conserves or enhances the County’s natural resources, or has safety or other public benefits; and
  - iv. Funding from the CWEP will provide opportunities to expand Corps Member enrollment, services, and length of program participation.
- b. The Contractor must obtain, approve and coordinate CWEPs that either provide conservation, improvement and/or development of natural resources in Montgomery County or provide enhancement, preservation and maintenance of public lands, water or facilities in Montgomery County. CWEPs must also accomplish one or more of the following goals:
  - i. Involve labor intensive improvement activities on public/private lands or facilities that will result in a future public value;
  - ii. Preserve, maintain, and enhance environmentally important lands and waters;
  - iii. Accomplish useful and needed public works projects in both urban and rural areas;
  - iv. Conserve, maintain, improve, and develop natural resources in both urban and rural areas;
  - v. Provide opportunities for public use of, or education in, the areas, projects, and resources described in i, ii, and iii;
  - vi. Directly contribute to the conservation of energy;
  - vii. Contribute toward making public facilities accessible to persons with disabilities;
  - viii. Develop, rehabilitate, and restore parklands, recreational facilities, and historical resources; and,
  - ix. Restore and preserve wildlife habitat; and enhance reforestation in both urban and rural areas.
- c. The Contractor may also develop human service projects which combine both conservation work and human services, especially those projects and activities which promote the social well-being or economic self-sufficiency of the elderly, persons with physical or developmental disabilities, children or other persons with low incomes in Montgomery County.
- d. CWEP fees will be collected by the Contractor and must be used to help defray program costs. The Contractor may seek CWEPs from non-profit, state, federal and County funded agencies.

- e. CWEPs must not include removal or cleaning up of any toxic waste or other hazardous substance.
- f. The Contractor, in developing and approving CWEPs, must ensure that:
  - i. the CWEP will not discriminate based on an individual's race, color, religious creed, ancestry, sex, national origin or non-job-related handicap or disability;
  - ii. the CWEP cannot attempt to: influence legislation; organize or engage in protests, petitions, boycotts, or strikes; assist, promote, or deter union organizing; impair existing contracts for services or collective bargaining agreements; engage in partisan political activities, or other activities designed to influence the outcome of an election to any public office; participate in, or endorse, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials; engage in religious instruction, conduct worship services, provide instruction as part of a program that includes mandatory religious instruction or worship, construct or operate facilities devoted to religious instruction or worship, maintain facilities primarily or inherently devoted to religious instruction or worship; or engage in any form of religious proselytizing;
  - iii. The CWEP cannot provide a direct benefit to: a business organized for profit; a labor union; a partisan political organization; and a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent Corps Members from engaging in advocacy activities undertaken at their own initiative, outside of this Program; and,
  - iv. Such other activities as the AmeriCorps Program may prohibit.
- g. The Corps Members must be available to assist in emergency projects including, but not be limited to, natural disasters, fire prevention and suppression and rescue of lost or injured persons. Corps Member participation in emergency projects must be voluntary. Corps Members must receive adequate training, specific to the emergency, prior to participating in an emergency project.
- h. Montgomery County will provide a one time transfer of personal property, supplies, instruments, tools, and equipment necessary to complete CWEPs as listed in Attachment J. The Contractor must provide maintenance to ensure the safe operable condition of all property, supplies, instruments, tools, and equipment supplied by the County necessary to complete CWEPs. Moreover, the Contractor must maintain a current written inventory of all non-expendable items such as tools, equipment, vehicles, tractors and other related rolling stock and provide a copy as required by the County. The Contractor must notify the County Contract Administrator within 24-hours of any thefts, loss, and destruction of any inventoried items with a value of \$100 or more dollars.
- i. The Contractor must ensure the Program conforms to all relevant and applicable state, federal and local statutes and regulations at all times, including applicable Occupational Safety and Health Administration (OSHA) safety standards.
- j. The Contractor must provide appropriately sized uniforms to each Corps Member. Corps Members must be provided with a clean uniform shirt and pants each day. Shirts will be appropriately marked with the AmeriCorps emblem and the Montgomery County Conservation Corps Logo. The Contractor is responsible for laundering and maintaining Corps Member uniforms.
- k. The Contractor is responsible for ensuring each Corps Member is outfitted with appropriately sized work related protective attire including, but not limited to, leather work gloves, eye goggles, OSHA

certified back brace, wet weather rain parkas/ponchos/pants as well as winter work parkas or suitable jackets, sweat shirts, hats, etc. Contractor must ensure that each Corps Member is required to possess and wear safety boots.

1. The Contractor must comply with all provisions of the AmeriCorps Educational Awards program and serve as a sub-grantee for the Corps Network. (See Attachment I)

#### Program Related Compensation to Corp Members

- a. The Contractor must pay Corps Members an hourly wage for work performed that is no less than the Federal minimum wage rate. [Note, the resultant contract is also subject to the Wage Requirements for Services Contracts – See Attachment G]
- b. The Contractor must ensure that Corps Members are scheduled to participate in the Program for a sufficient number of hours to ensure compliance with the AmeriCorps Educational Awards program. In no instance shall Corps members be scheduled for more than 40 hours per week.

#### Staffing Requirements

- a. The Contractor must employ a sufficient number of staff members necessary to provide the services described in this RFP and designate a program staff person as single point of contact to work with the DHHS Program Monitor and any other organizations.
- b. Persons eligible to be hired as staff must be:
  - i. Physically and mentally capable of performing labor intensive work and supervisory duties;
  - ii. Certified and credentialed in their respective fields; and
  - iii. Knowledgeable and/or experienced in youth development principles and practices;
- c. The Contractor must ensure that all staff and volunteer personnel submit to a criminal background check before they provide services to clients under this Contract, in accordance with State law, including Code of Maryland Regulations (COMAR) §12.15.02 and all relevant provisions of Title 5, Subtitle 5, Part VI of the Family Law Article, Annotated Code of Maryland (“Criminal Background Investigations for Employees of Facilities and Other Individuals that Care for or Supervise Children”).
- d. The Contractor must notify the County of vacant program positions within 15 days of notification of the vacancy or the vacancy if no prior notification is provided. The County will then inform displaced County employees who may apply for the vacancies. The Contractor must give appropriate consideration to hiring qualified public employees displaced by the Contract resulting from this RFP.

#### Records and Reports

##### a. Monthly Reports

The contractor must provide monthly reports to the County in a format approved by the County, no later than 15 days following the end of each month. These reports must accompany the monthly invoice and must include the following information, at a minimum:

- i. List of the number and names or identification numbers of Corps Members enrolled;
- ii. List of eligible youth on Program waiting list for enrollment
- iii. List number and type of hours of service or education completed per Corps Member;

- iv. Number of Corps Member(s) leaving the program prior to completion and reason for Corps Member(s) leaving the program before completion (if applicable/known);
- v. Overall attendance rate for Corps Members;
- vi. List number of hours of training per week and type of training per Corps Member;
- vii. List any certifications/diplomas or program awards obtained per Corps Member;
- viii. List names of Program graduates and employment (to include military enlistment) or post secondary training enrollment,
- ix. Provide a summary of CWEPs including scope, training opportunities, results and compensation, and
- x. Describe efforts made in attracting new CWEP sponsors, new grant funding and development of new partnerships with government organizations, not-for-profit agencies, and corporate foundations for enhancing future Program activities and services.

b. Semi-Annual Reports

The Contractor must submit performance outcome evaluation results as outlined in the Performance Measures section of this RFP to the County on a semi-annual basis. The reports must accompany the invoice and monthly report for the preceding month.

c. Annual Reports

The Contractor must provide an annual report to the County in a format approved by the County, no later than 15 days following the end of the contract year. This report must accompany the final invoice and include the following information, at a minimum:

- i. semi-annual performance measure data;
- ii. customer satisfaction survey results data;
- iii. a summary of the information provided in the monthly reports;
- iv. List of identified barriers to employment for Corps Member and methods utilized to overcome the barriers.
- v. Post-graduation job placement assistance documentation;
- vi. a summary of progress towards becoming a ECO certified program; and
- vii. a summary of the overall accomplishments and activities during the contract year.

- d. The Contractor must also provide any additional reports required by the ECO, Corps Network or AmeriCorps Program.

Performance Measures.

The Contractor must develop and implement a mechanism to measure progress toward the County's Performance Measures listed below, and to assess the quality of services provided. Both sets of measures must be submitted to the County on a semi-annual basis. At a minimum, the Contractor must endeavor to achieve the following outcomes:

a. Beneficial Impact:

- i. at least 80 percent (80%) of Corps Members complete 900 hours in the Program and receive a 900 hour AmeriCorps award;
- ii. each Corps Member completes at least one adult education course during their 6 month program period;
- iii. Corps Members testing with a Measure of Academic Proficiency and Progress score above 235 in reading and above 220 in math will attain their GED while enrolled in the Program or within six months of program graduation;

- iv. at least 90 percent (90%) of enrolled Corps Members are free of illegal behavior while participating in the Program.
- v. at least 75 percent (75%) of Corps Member graduates attain employment or full time post secondary enrollment within one month of graduation and 85 percent within two months after graduation.
- vi. at least 85 percent (80%) of enrolled Corps Members represent young adults who have faced significant challenges including incarceration, gang participation, substance abuse and those lacking a high school diploma or equivalent education;
- vii. Corps Members maintain a minimum of an 85 percent (85%) attendance rate;
- viii. 100 percent (100%) of Corps Member graduates report feeling better prepared to become gainfully employed after completing the program, and
- ix. 80 percent of pre-GED training Corps Members will have progressed at least two grade levels in reading and arithmetic after Program graduation.

b. Customer Satisfaction Survey

The Contractor, using the Health and Human Services Customer Satisfaction Survey as the tool, must conduct an annual customer survey and favorable results must be received from the survey which includes items listed on the approved Health and Human Services Customer Survey below:

How would you rate your recent experience with this program or service in each of the following areas?

|                           | Very Satisfied<br>☺ | Satisfied<br>☺ | Not satisfied<br>☹ | Very Unsatisfied<br>☹ | Don't Know /Not<br>applicable |
|---------------------------|---------------------|----------------|--------------------|-----------------------|-------------------------------|
| Responsiveness/Timeliness |                     |                |                    |                       |                               |
| Courtesy/Respect          |                     |                |                    |                       |                               |
| Overall Experience        |                     |                |                    |                       |                               |

## Program #2

### Background and Intent

The Montgomery County Conservation Corps has been providing preservation and restoration services to County agencies since 1984. This Task Order contract will allow the Program to continue to provide these essential services to County agencies.

### Work Statement

The County requires program-related services to be provided by the Contractor to County agencies on an as-needed basis. The Contractor will provide these services based on fixed labor rates that are negotiated during the contract formation process as well as a number of other factors including:

1. contract negotiations resulting from this RFP;
2. subsequent task order specifications; and,
3. any direct costs incurred by the Contractor in the performance of these task orders. Costs will be reimbursed by the County at cost, with no mark-up. The Montgomery County Code, Chapter 11B-22 prohibits the County from compensation that is based upon a cost plus percentage of cost compensation structure.

The required services to be provided by the Contractor include, but are not limited to, the following:

- **Watershed restoration**
  - includes repairing the source of the water damage, and repopulating the watershed with plant and sometimes tree species.
- **Reforestation**
  - includes planting tracts of small trees and shrubs at various locations throughout the County.
- **Urban Landscaping**
  - includes making and maintaining flower beds, soil preparation and planting along County highways and in downtown areas. Usually involves planting large trees.
- **Storm Water cleaning and mowing**
  - includes mowing around storm water ponds and picking up trash and debris in and around the ponds.
- **State park cleaning**
  - includes invasive species removal, signage installation, picking up litter and debris and hand pruning and removing invasive species within identified areas of a park.
- **Historic building restoration**
  - includes restoring buildings identified by the County for restoration. May include painting, installing floors, constructing walls, roofing, etc. In general returning the site to its original state.
- **Construction of park structures**
  - includes building trail bridges, drainages, rock staircases, retaining walls and step stones. Projects of this nature include such tasks as constructing bridges over streams, improving stream bed erosion through installing rip rap, constructing retaining walls from landscape timbers, large stairs from huge stones, etc.
- **Urban services**
  - includes graffiti removal, vacant lot clearing, trash/debris removal, and power washing bus shelters. These services are generally provided in downtown areas.

#### Task Order Process

Services will be ordered by the County and provided by the Contractor on a task order basis.

Prior to the release of a task order, the County will provide to the Contractor a statement of work to include special terms and conditions, a projected timeframe for completion, etc. to obtain a proposal from the Contractor. The Contractor's response must include, but is not limited to, the following:

1. Total cost for the service(s) based on rates negotiated as a result of this RFP and any direct costs
2. Projected number of Corps Members needed and total number of hours worked
3. Complete description of services and/or goods to be provided
4. Projected timeframe for completion

By accepting the Contractor's proposal, the County agency is agreeing to receive services and/or goods that are delivered by Corps Members who are taking part in a training program. The Contractor must not commence work under any task order until a purchase order has been executed by the County's Office of Procurement.

Any task order placed prior to, but not completed by the expiration of the Contract's term must be completed by the Contractor with all compensation, terms, and conditions of the Contract still in force and effect until completion of the task order.



## SECTION D - PERFORMANCE PERIOD

### 1. TERM

The anticipated effective date of these Contracts is **January 1, 2011**, upon signature by the Director, Department of General Services. The period in which Contractor must perform all work begins upon the County's issuance of a Notice to Proceed and ends on June 30, 2011. Contractor must also perform all work in accordance with time periods stated in the Scope of Work or Task Order. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew the term four (4) times for up to 1 year each.

### 2. PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the county sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Executed by written contract amendment.

## SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

### 1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a. Only those proposals receiving a score of "Yes" will proceed to the next evaluation stage.
- b. All proposals receiving a score of "Yes" under the evaluation criteria listed in Section E.2.a, will be reviewed and evaluated by the QSC in accordance with the evaluation criteria listed below under Section E.2.b.
- c. Vendor interviews will be conducted with the three highest scoring offerors that achieve at least a score of 70 points based on the QSC's score for each written proposal evaluation criteria (See Section E.2.b). The interview criteria that will then be utilized is listed below under Section E.2.c. The QSC will also review an offeror for responsibility.
- d. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined written and interview score, and its responsibility determination.
- e. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.

- f. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- g. Upon approval of a recommended award to a proposed awardee(s), by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee(s). If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- h. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee(s).
- i. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

## 2. EVALUATION CRITERIA

## POINTS

a. Documentation of eligibility under the AmeriCorps Program including documentation that offeror is a type of national service program that meets the requirements of 42 U.S.C. 12572, consistent with AmeriCorps Program Requirements

Yes/No

### b. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

1. Demonstrated experience in successfully working with youth who have faced significant challenges, including incarceration, gang participation, substance abuse and incomplete education. 30
2. A detailed plan to carry out the program through a comprehensive and coordinated approach including capacity to provide automated information system and statistical reports. 20
3. Plan for program implementation with reasonable timeline for recruitment, enrollment, outreach, training and acquisition of CWEPs 20
4. Proposed cost and justification of cost, based on submitted Budget for Program #1 (Attachment K), proposed programmatic results for Program #1 and proposed rates for Program #2 (Attachment L) 20
5. Description of plan and commitment to interview and possibly hire displaced County Employees of the former Montgomery County Conservation Corps program 10

Highest possible QSC score for written proposal evaluation:

100

## c. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria.

|  |    |
|--|----|
| 1. Ability to describe in detail the plan to deliver the program.  | 30 |
| 2. Demonstration of knowledge of effective training, positive youth development, and adult and adolescent education methods.   | 20 |
| 3. Understanding and experience with Conservation Corps programs including development/completion of fee-for-services conservation or public works projects and understanding of the AmeriCorps program. | 20 |
| 4. Proposed costs based on the budget (Attachment K) for Program #1, proposed programmatic results for program #1 and proposed rates (Attachment L) for Program #2.                                      | 20 |
| 5. Capability to provide automated information system and statistical reports.   | 10 |

|  |     |
|--|-----|
| Highest possible QSC score for interview evaluation: | 100 |
|--|-----|

## SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Written proposals will be evaluated on only what is submitted. Proposals must be no more than 20 pages, exclusive of resumes and other attachments. Text may be single-spaced, but must be no less than 11 point font size with 1" margins on all sides. Offerors must adhere to the page limits specified; required attachments are not included in the page count.

The Offeror must submit sufficient information to enable the QSC to evaluate the Offeror's capabilities and experience. Proposals must provide the information in the order and method that is described below, (including labeled sections as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. **Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.**
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.
- g. Minority Business Program and Offeror's Representation - Attachment C
- h. **Documentation that offeror is a type of national service program that meets the requirements of 42 U.S.C. 12572, consistent with AmeriCorps Program Requirements, as well as 42 U.S.C.**

**12572, Section 122, and AmeriCorps State and National Policy Frequently Asked Questions (FAQs) regarding Organizational Eligibility and Application (see Attachment I).**

- i. Implementation, outreach and recruitment plan including a timetable to recruit, train and employ Corps members.
- j. Detailed plan for program operations and describe the proven or promising strategies that they will use to achieve the goals and objectives identified in this RFP. The County encourages applicants to select evidence-based practices for their programs and adopt a program design that will facilitate the gathering of data on the required performance measures.
- k. List of programs and resources currently available and how they would support the operations/services of the Corps.
- l. Description of the experience and capability of the Offeror's organization and any sub-contractors that will be used to effectively manage the proposed program, highlighting any previous experience implementing projects of similar design or magnitude.
- m. Description of Offerors success in working with youth who have faced incarceration, gang participation, substance abuse, incomplete education or other significant challenges.
- n. Detailed description of the Offeror's organization's infrastructure and financial stability to adequately meet the services and staff oversight, quality of health care delivery, accounting and data evaluation and reporting demands of this program within established time frames.
- o. Description of the roles and responsibilities of program staff and explain the program's organizational structure and operations. Proposals must clearly and evidently connect management and staffing patterns to the project design.
- p. Description of plan to interview and hire displaced County employees from the former Montgomery County Conservation Corps program.
- q. Resumes of key personnel whose work will be funded by the County for this program and/or job descriptions outlining roles and responsibilities for key positions. Submit the resumes of the authorized representative, the point of contact, and any job positions that will be funded in full or in part upon contract award.
- r. A timeline that indicates major tasks, assigns responsibility for each, and plots completion of each task by month or quarter for the duration of the award.
- s. A Program #1 budget (Attachment K) that: is complete, allowable, and cost effective in relation to the proposed activities; shows the cost calculations demonstrating how the applicant arrived at the total amount projected; and provides a brief supporting narrative to link costs with program activities. Applicants must submit a budget that includes a detailed worksheet itemizing all costs and a narrative explaining and justifying each budget item.
- t. Program #2 proposed rates (Attachment L) that is complete, fair and reasonable in relation to the proposed services.
- u. Proof of Offeror's legal name, non-profit status and tax ID number. The following documents are required:
  - (1) IRS Form W-9
  - (2) Articles of Incorporation or Articles of Amendment (if applicable)
  - (3) Social Security number and names as it appears on Social Security Card (for sole proprietors)
  - (4) Non-profit Determination Letter

**2. AWARD SUBMISSIONS**

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F

Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.

- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

## **SECTION G - COMPENSATION**

The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

## **SECTION H - CONTRACT ADMINISTRATOR**

### **1. AUTHORITY**

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

### **2. USING DEPARTMENT**

The contract administrator for any contract(s) resulting from this solicitation will be Jeri Cauthorn, DHHS

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

## **SECTION I - SPECIAL TERMS AND CONDITIONS**

In order to be eligible for a contract award related to this RFP, an offeror must be a type of national service program that meets the requirements of 42 U.S.C. 12572, consistent with AmeriCorps Program Requirements, as well as 42 U.S.C. 12572, Section 122, and AmeriCorps State and National Policy Frequently Asked Questions (FAQs) regarding Organizational Eligibility and Application (see Attachment I).

## **SECTION J - ETHICS**

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not,

without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
  - (a) another party in the matter; or
  - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

**ATTACHMENT A**REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

**ATTACHMENT B****METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**In pricing section of contract:**OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

| <u>YES</u> | <u>NO</u> | <u>JURISDICTION</u>                            | <u>YES</u> | <u>NO</u> | <u>JURISDICTION</u>                                  |
|------------|-----------|--|------------|-----------|--|
| _____      | _____     | Alexandria, Virginia                           | _____      | _____     | Manassas Park, Virginia                              |
| _____      | _____     | Alexandria Public Schools                      | _____      | _____     | Maryland-National Capital Park & Planning Commission |
| _____      | _____     | Alexandria Sanitation Authority                | _____      | _____     | Metropolitan Washington Airports Authority           |
| _____      | _____     | Arlington County, Virginia                     | _____      | _____     | Metropolitan Washington Council of Governments       |
| _____      | _____     | Arlington County Public Schools                | _____      | _____     | Montgomery College                                   |
| _____      | _____     | Bladensburg, Maryland                          | _____      | _____     | Montgomery County, Maryland                          |
| _____      | _____     | Bowie, Maryland                                | _____      | _____     | Montgomery County Public Schools                     |
| _____      | _____     | Charles County Public Schools                  | _____      | _____     | Northern Virginia Community College                  |
| _____      | _____     | College Park, Maryland                         | _____      | _____     | OmniRide   |
| _____      | _____     | Culpeper County, Virginia                      | _____      | _____     | Potomac & Rappahannock Transportation Commission     |
| _____      | _____     | District of Columbia                           | _____      | _____     | Prince George's County, Maryland                     |
| _____      | _____     | District of Columbia Courts                    | _____      | _____     | Prince George's County Public Schools                |
| _____      | _____     | District of Columbia Public Schools            | _____      | _____     | Prince William County, Virginia                      |
| _____      | _____     | District of Columbia Water & Sewer Authority   | _____      | _____     | Prince William County Public Schools                 |
| _____      | _____     | Fairfax, Virginia                              | _____      | _____     | Prince William County Service Authority              |
| _____      | _____     | Fairfax County, Virginia                       | _____      | _____     | Rockville, Maryland                                  |
| _____      | _____     | Fairfax County Water Authority                 | _____      | _____     | Spotsylvania County Schools                          |
| _____      | _____     | Falls Church, Virginia                         | _____      | _____     | Stafford County, Virginia                            |
| _____      | _____     | Fauquier County Schools & Government, Virginia | _____      | _____     | Takoma Park, Maryland                                |
| _____      | _____     | Frederick, Maryland                            | _____      | _____     | Upper Occoquan Sewage Authority                      |
| _____      | _____     | Frederick County, Maryland                     | _____      | _____     | Vienna, Virginia                                     |
| _____      | _____     | Gaithersburg, Maryland                         | _____      | _____     | Virginia Railway Express                             |
| _____      | _____     | Greenbelt, Maryland                            | _____      | _____     | Washington Metropolitan Area Transit Authority       |
| _____      | _____     | Herndon, Virginia                              | _____      | _____     | Washington Suburban Sanitary Commission              |
| _____      | _____     | Leesburg, Virginia                             | _____      | _____     | Winchester, Virginia                                 |
| _____      | _____     | Loudoun County, Virginia                       | _____      | _____     | Winchester Public Schools                            |
| _____      | _____     | Loudoun County Public Schools                  |            |           |  |
| _____      | _____     | Loudoun County Sanitation Authority            |            |           |  |
| _____      | _____     | Manassas, Virginia                             |            |           |  |
| _____      | _____     | City of Manassas Public Schools                |            |           |  |

Vendor Name



**ATTACHMENT C****Minority Business Program & Offeror's Representation**

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - Minority Contracting," Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

---

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

|                  |                   |                 |
|------------------|-------------------|-----------------|
| AFRICAN AMERICAN | ASIAN AMERICAN    | DISABLED PERSON |
| FEMALE           | HISPANIC AMERICAN | NATIVE AMERICAN |

Indicate Maryland Department of Transportation (MDOT)  
certification # \_\_\_\_\_

**Attach your MDOT certification letter.**



**Montgomery County MFD Report of Payments Received For Office Use  
Office of Business Relations and Compliance**

**SAMPLE ONLY! NOT TO BE USED BY PRIME**

MFD Subcontractor Company Name: \_\_\_\_\_

Prime Contractor Company Name: \_\_\_\_\_

Contract Number/Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

MFD Subcontract Amount: \$ \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING**

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ \_\_\_\_\_

TOTAL PAYMENTS RECEIVED TO DATE: \$ \_\_\_\_\_

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: \_\_\_\_\_

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

\_\_\_\_\_  
(TYPED/PRINTED COMPANY NAME)

\_\_\_\_\_  
(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SIGNATURE OF COMPANY OFFICIAL)

\_\_\_\_\_  
(DATE)

( ) - ( )  
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program  
Specialist II  
255 Rockville Pike, Ste. 180  
Rockville, MD 20850

**ATTACHMENT D**

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR  
PERFORMANCE PLAN

Contractor's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN  
FEMALE

ASIAN AMERICAN  
HISPANIC AMERICAN

DISABLED PERSON  
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer

Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director  
Department of General Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Director  
Department of General Services

Date: \_\_\_\_\_

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

---

Signature

---

Typed Name

---

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

---

Signature

---

Typed Name

---

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

---

Signature

---

Typed Name

---

Title

---

Date

APPROVED:

---

Director, Department of General Services

---

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

**ATTACHMENT E**

**OFFEROR'S CERTIFICATION OF COST AND PRICE**

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

**OFFEROR'S CERTIFICATION**

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

---

Name

---

Title

---

Name of Firm

---

Date of Submission

---

Signature of Authorized Representative



## **COST AND PRICE REQUIREMENTS**

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS

*Employment Career Preparation and Education, Life Skills Instruction to Montgomery County Conservation Corps members ( At Risk Young Adults)*

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required, unless a greater period is required by law.

Certificate Holder

Montgomery County, Maryland  
DHHS / Phil Royston  
401 Hungerford Drive 6<sup>th</sup> floor  
Rockville, Maryland 20850

**ATTACHMENT G**

**Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

**Wage Requirements Certification**  
(Montgomery County Code, Section 11B-33A)

|                |  |            |  |          |  |
|----------------|--|------------|--|----------|--|
| Business Name  |  |            |  |          |  |
| Address        |  |            |  |          |  |
| City           |  | State      |  | Zip Code |  |
| Phone Number   |  | Fax Number |  |          |  |
| E-Mail Address |  |            |  |          |  |

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

|                |  |            |       |  |
|----------------|--|------------|-------|--|
| Contact Name   |  |            | Title |  |
| Phone Number   |  | Fax Number |       |  |
| E-mail Address |  |            |       |  |

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).
- ☐ C. Nonprofit Wage & Health Information  
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A (b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)  
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)  
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ \_\_\_\_\_. See Section 11B-33A(d).

### Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

|                          |  |                                  |  |
|--------------------------|--|----------------------------------|--|
| Authorized<br>Signature  |  | Title of<br>Authorized<br>Person |  |
| Typed or<br>printed name |  | Date                             |  |

**501(c) (3) Nonprofit Organization's Employee's  
Wage and Health Insurance Form**

|                |  |            |  |          |  |
|----------------|--|------------|--|----------|--|
| Business Name  |  |            |  |          |  |
| Address        |  |            |  |          |  |
| City           |  | State      |  | Zip Code |  |
| Phone Number   |  | Fax Number |  |          |  |
| E-Mail Address |  |            |  |          |  |

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

| Employee Labor Category | Wage per Hour | Name of Health Insurance Provider(s) and Plan Name*<br>(e.g. ABC Insurer, Inc. , HMO Medical and Dental) |
|-------------------------|---------------|--|
|                         |               |  |
|                         |               |  |
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|                         |               |  |

**NOTE:** IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

**RFP # 1001267**  
**ATTACHMENT H**

**Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through [www.LCPTracker.net](http://www.LCPTracker.net), within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
  - A. The name, address and telephone number of the Contractor or Subcontractor;
  - B. The name and location of the job;
  - C. Each employee's:
    - a. Name;
    - b. Current address unless previously reported;
    - c. Specific work classification;
    - d. Daily straight time and overtime hours;
    - e. Total straight time and overtime hours for the payroll period;
    - f. Rate of pay;
    - g. Fringe benefits by type and amount;
    - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not

appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.



# Attachment I

The attached document represents the 2010 AmeriCorps Grant Provisions for the AmeriCorps State and National programs. Also included are AmeriCorps State and National Policy Frequently Asked Questions (FAQs) regarding Organizational Eligibility and Application (see also link below), and 42 U.S.C. 12572.

The Montgomery County Conservation Corps will be a subgrantee of the Corps Network which is an AmeriCorps National program. For more information please visit the following websites:

AmeriCorps  
[www.americorps.gov](http://www.americorps.gov)

AmeriCorps National Education Award Program  
[http://www.americorps.gov/for\\_organizations/apply/national\\_apply.asp#AmeriCorps\\_National\\_Education\\_Award\\_Program\\_Grants](http://www.americorps.gov/for_organizations/apply/national_apply.asp#AmeriCorps_National_Education_Award_Program_Grants)

The Corps Network  
[www.corpsnetwork.org](http://www.corpsnetwork.org)

AmeriCorps State and National Policy Frequently Asked Questions (FAQs)  
[http://www.americorps.gov/help/ac\\_sn\\_policies\\_faqs/2010\\_FAQs\\_v.htm](http://www.americorps.gov/help/ac_sn_policies_faqs/2010_FAQs_v.htm)

## 2010 AMERICORPS GRANT PROVISIONS

Effective April 15, 2010

**These AmeriCorps Grant Provisions are binding on the grantee.** By accepting funds under this grant, the grantee agrees to comply with, and include in all subgrants, the AmeriCorps Provisions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The grantee agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. For the purposes of these Provisions, “AmeriCorps” refers to AmeriCorps State and National grantees only. The term grantee is used to connote either grantee or subgrantee, as appropriate, throughout these Provisions.

### TABLE OF CONTENTS

|      |   |    |
|------|---|----|
| I.   | Changes from the 2009 AmeriCorps Grant Provisions .....                 | 2  |
| II.  | Legislative and Regulatory Authority.....                               | 2  |
| III. | Other Applicable Statutory and Administrative Provisions.....           | 2  |
|      | A. States, Indian Tribes, U.S. Territories, and Local Governments ..... | 2  |
|      | B. Nonprofit Organizations .....  | 2  |
|      | C. Educational Institutions .....                                       | 3  |
|      | D. Other Applicable Statutes and Regulations .....                      | 3  |
|      | E. Exemptions for Fixed Amount Grants .....                             | 3  |
|      | F. Order of Precedence.....   | 3  |
| IV.  | AmeriCorps Special Provisions .....                                     | 4  |
|      | A. Definitions.....   | 4  |
|      | B. Affiliation with the AmeriCorps National Service Network .....       | 4  |
|      | C. Member Recruitment, Selection, and Exit.....                         | 5  |
|      | D. Supervision and Support .....  | 6  |
|      | E. Release from Participation.....                                      | 7  |
|      | F. Living Allowances, Other In-Service Benefits, and Taxes.....         | 8  |
|      | G. Member Records and Confidentiality .....                             | 10 |
|      | H. Budget and Programmatic Changes.....                                 | 11 |
|      | I. Reporting Requirements .....   | 12 |
|      | J. Grant Period and Incremental Funding.....                            | 13 |
| V.   | General Provisions .....  | 14 |
|      | A. Responsibilities under Grant Administration.....                     | 14 |
|      | B. Financial Management Standards .....                                 | 14 |
|      | C. The Office of Inspector General .....                                | 15 |
|      | D. Program Income.....  | 15 |
|      | E. Safety .....   | 16 |
|      | F. Non-discrimination Public Notice and Records Compliance .....        | 16 |
|      | G. Grants Products .....  | 17 |
|      | H. Suspension or Termination of Grant.....                              | 18 |
|      | I. Fixed Amount Awards.....   | 18 |
|      | J. Trafficking in Persons .....   | 18 |
| VI.  | Attachment  |    |
|      | Grant Program Civil Rights and Non-Harassment Policy .....              | 21 |

## **I. CHANGES FROM THE 2009 AMERICORPS GRANT PROVISIONS**

The Corporation revised the 2009 provisions to address changes authorized under the Serve America Act and to include provisions related to the new AmeriCorps Fixed Amount grants.

Section IV. C. 4. – Added standards for professional corps program timekeeping.

Section IV. D. 2. – Added an additional requirement for member contracts.

Section IV. D. – The section on “Voter Registration Activities Prohibited” was deleted and can be found in the AmeriCorps regulations 45 CFR Part 2520.65.

Section IV. I. – Noted the two additional reporting requirements for the grantees in the national performance measure pilot.

Attachment - The 2010 Grant Program Civil Rights and Non-Harassment Policy replaced the 2008 version.

## **II. LEGISLATIVE AND REGULATORY AUTHORITY**

This grant is authorized by and subject to the National and Community Service Act of 1990 (as amended by the Serve America Act), codified as 42 U.S.C. 12501 *et seq.*, and 45 CFR 2510 *et seq.* Grantees must comply with the requirements of the Act and its implementing regulations.

## **III. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS**

The following applicable federal cost principles, administrative requirements and audit requirements are incorporated by reference.

### **A. STATES, INDIAN TRIBES, U.S. TERRITORIES, AND LOCAL GOVERNMENTS**

The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:

1. OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – 45 CFR Part 2541.
2. OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Fixed amount grants are exempt from OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.

### **B. NONPROFIT ORGANIZATIONS**

The following circulars and their implementing regulations apply to nonprofit organizations:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or 2 CFR Part 215.
2. OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Fixed amount grants are exempt from OMB Circular A-122, Cost Principles for Nonprofit Organizations - 2 CFR Part 230.

## **C. EDUCATIONAL INSTITUTIONS**

The following circulars and their implementing regulations apply to educational institutions:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or 2 CFR Part 215.
2. OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Fixed amount grants are exempt from OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.

These documents can be found here:

[http://www.access.gpo.gov/nara/cfr/waisidx\\_07/2cfrv1\\_07.html#215](http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfrv1_07.html#215) and here:

[http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=1289932cf6539210eb14f3d8d3052a8b&c=ecfr&tpl=/ecfrbrowse/Title02/2cfrv1\\_02.tpl#200](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=1289932cf6539210eb14f3d8d3052a8b&c=ecfr&tpl=/ecfrbrowse/Title02/2cfrv1_02.tpl#200)

## **D. OTHER APPLICABLE STATUTES AND REGULATIONS**

The grantee must comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including, but not limited to, those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 CFR Parts 2541 and 2543.

## **E. EXEMPTIONS FOR FIXED AMOUNT GRANTS**

Fixed Amount grants are exempt from the Cost Principles. (See above for the exemptions.) Fixed Amount grants must comply with OMB Circular A-133 and the Uniform Administrative Requirements. Fixed amount grants include Education Award programs, Professional Corps, and Full-Cost Fixed Amount grants.

## **F. ORDER OF PRECEDENCE**

Any inconsistency in the Grant Award shall be resolved by giving precedence in the following order (a) Applicable Federal Statutes, (b) Corporation and other Federal regulations, (c) Special Provisions, (d) General Provisions, (e) Notice of Funding Opportunity, and (f) the approved

Grant Application including all assurances, certifications, attachments, and pre-award negotiations.

#### **IV. AMERICORPS SPECIAL PROVISIONS**

##### **A. DEFINITIONS**

For purposes of this grant the following definitions apply:

1. **Grantee**, for the purposes of this agreement, means the direct recipient of this grant (45 CFR Part 2542.510). The grantee is legally accountable to the Corporation for the use of grant funds and is bound by the provisions of the grant. The grantee is responsible for ensuring that subgrantees or other organizations carrying out activities under this award comply with these provisions, including regulations and OMB circulars incorporated by reference.
2. **Subgrantee** refers to an organization receiving AmeriCorps grant funds or member positions from a grantee of the Corporation. See 45 CFR Part 2541.370.
3. **Member or participant** means an individual:
  - a. Who has been selected by a grantee or subgrantee to serve in an approved national service position;
  - b. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
  - c. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled
    - i. in a full-time, year-round youth corps or full-time summer program as defined in the Act (42 U.S.C. 12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or
    - ii. in a program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive; and
  - d. Who has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to begin a term of service as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment conducted by the grantee to be incapable of obtaining a high school diploma or its equivalent.

##### **B. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK**

1. **Identification as an AmeriCorps Program or Member.** The grantee must identify the program as an AmeriCorps program and members eligible for an education award as AmeriCorps members.

2. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of the Corporation for National and Community Service.

Grantees and subgrantees except for Education Award Programs (EAPs) must use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, orientation materials, member curriculum, signs, banners, press releases and publications created by AmeriCorps members in accordance with Corporation requirements. The Corporation provides a camera-ready logo. EAPs are strongly encouraged to use the AmeriCorps name and logo on such materials.

To establish the relationship between the program and AmeriCorps, the grantee must use the phrase “The AmeriCorps National Service Network” or “an AmeriCorps program” and may use the slogan “Getting Things Done”™ on such materials in accordance with Corporation guidelines and requirements.

The grantee may not alter the AmeriCorps logo, and must obtain the written permission of the Corporation before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The grantee may not use or display the AmeriCorps name or logo in connection with any activity prohibited in these grant provisions.

### **C. MEMBER RECRUITMENT, SELECTION, AND EXIT**

Member recruitment and selection requirements are in the Corporation’s regulations at 45 CFR Part 2522.210. In addition, the grantee must ensure that the following procedures are followed:

1. **Notice to the Corporation’s National Service Trust.** The grantee must notify the Corporation’s National Service Trust within 30 days of a member’s selection for, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits.

The grantee also must notify the Trust when a change in a member’s status is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the grantee, up to and including, suspension or termination. Grantees or subgrantees meet notification requirements when they use the appropriate electronic system to inform the Corporation within the approved time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

***Penalties for false information:*** Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

2. **Slot Conversions for Fixed Amount Grants:** With the exception of Education Award Only grants, grantees with fixed amount grants may not convert members to less-than-full-time slots.
3. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before beginning a term of service. Grantees may also include an informed consent form of their own design as part of the member contract materials.
4. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the Policy FAQ entitled Reasonable Accommodation for more information.
5. **Timekeeping.** The grantee is required to ensure that time and attendance recordkeeping is conducted by the individual who supervises the AmeriCorps member. This time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and by an individual with oversight responsibilities for the member.

If professional corps programs want to follow the timekeeping practices of their profession and certify members have completed the minimum required hours excluding sick and vacation days, it must get approval from the Corporation.

6. **Completion of Terms of Service.** The grantee must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for their education award. Members must be exited within 30 days of the end of their term of service. Should a program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another program where feasible, or a member may receive a pro-rated education award if the member has completed at least 15% of the service hour requirement.
7. **Member Exit.** In order for a member to receive a post-service education award from the National Service Trust, the grantee must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The grantee (and any individual or entity acting on behalf of the grantee) is responsible for the accuracy of the information certified on the end-of-term certification.

## **D. SUPERVISION AND SUPPORT**

1. **Planning for the Term of Service.** The grantee must develop member position descriptions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for a post-

service education award. In planning for the member's term of service, the grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.

**2. Member Contracts.** The grantee must require that each member signs a contract that, at a minimum, includes or refers to the following:

- a. Member position description;
- b. The minimum number of service hours (as required by statute) and other requirements (as developed by the grantee) necessary to successfully complete the term of service and to be eligible for the education award;
- c. The amount of the education award the individual may receive upon successful completion of the terms of services;
- d. Standards of conduct, as developed by the grantee or subgrantee;
- e. Prohibited activities, including those specified in the regulations;
- f. Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*);
- g. Suspension and termination rules;
- h. The specific circumstances under which a member may be released for cause;
- i. Grievance procedures; and
- j. Other requirements as established by the grantee.

The grantee should ensure that the contract is signed before commencement of service so that members are fully aware of their rights and responsibilities.

**3. Supervision.** The grantee must provide members with adequate supervision by qualified supervisors in accordance with the approved application. The grantee must conduct an orientation for members and comply with any pre-service orientation or training required by the Corporation.

**4. Performance Reviews.** The grantee must conduct and keep a record of at least a midterm and end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should focus on such factors as:

- a. Whether the member has completed the required number of hours;
- b. Whether the member has satisfactorily completed assignments; and
- c. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

**5. Member Death or Injury.** The grantee must report any member deaths or serious injuries to the designated Corporation Program Officer immediately.

## **E. RELEASE FROM PARTICIPATION**

Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR §2522.230 for requirements. In addition to the regulations, the following applies:



***No Automatic Disqualification if Released for Cause:*** A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause for a first term for personal reasons—e.g. he/she has decided to take a job offer—but who, otherwise, was performing well up until the time he/she decided to leave, would not be disqualified for a subsequent term as long as he/she received a satisfactory performance evaluation for the period he/she served.

## **F. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS, AND TAXES**

1. **Living Allowance Distribution.** A living allowance is not a wage. Grantees must not pay a living allowance on an hourly basis. Grantees should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when a member concludes a term of service.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the grantee may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the grantee must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

AmeriCorps EAPs may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other fixed amount grantees must provide the living allowance.

2. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance prospective to the revocation date; the member may not receive any portion of the living allowance accrued during the waiver period.
3. **Taxes and Insurance.** Requirements related to member living allowances and benefits are in 45 CFR §§2522.240 and 2522.250. In addition, grantees must ensure that the following procedures are followed:
  - a. **Liability Insurance Coverage.** The grantee is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.

- b. **FICA (Social Security and Medicare taxes).** Unless the grantee obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the grantee must pay FICA for any member receiving a living allowance. The grantee also must withhold 7.65% from the member's living allowance.
  - c. **Income Taxes.** The grantee must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The grantee must comply with any applicable state or local tax requirements.
  - d. **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. Grantees must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, grantees must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.
4. **Healthcare Coverage.** Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the grantee must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time each begins his/her term of service. The grantee must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. The Corporation will not cover healthcare costs for family members.

Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award.

**Minimum Benefits.** When required to provide healthcare insurance coverage, the grantee may obtain healthcare from any provider as long as the coverage provided by the grantee provides the following minimum benefits:

- a. Physician services for illness or injury
- b. Hospital room and board
- c. Emergency room
- d. X-ray and laboratory
- e. Prescription drugs
- f. Limited mental/nervous disorders
- g. Limited substance abuse coverage
- h. An annual deductible of no more than \$250 charges per member
- i. No more than \$1,000 total annual out-of-pocket per member

- j. A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care
  - k. A maximum benefit of at least \$50,000 per occurrence or cause
5. **Administration of Childcare Payments.** In general, the Corporation will provide for childcare payments, which will be administered through the National Association of Child Care Resource and Referral Agencies (NACCRRA), hereafter referred to as AmeriCorps®CARE. Requirements and eligibility criteria are in the AmeriCorps regulation 45 CFR §2522.250. Grantees that choose to provide childcare as a match source (as approved in their budget) may use AmeriCorps®CARE for technical assistance. Grantees can contact AmeriCorps®CARE at (800) 570-4543 with questions regarding childcare. The criteria for member eligibility are contained in 45 CFR Part 2522.250. Members are considered to be full-time participants for purposes of eligibility for childcare payments on the same basis as eligibility for healthcare coverage. Members who are excluded from healthcare coverage solely on the basis of serving in a Professional Corps, or because they are covered under a collective bargaining agreement are not excluded from receiving childcare benefits on that basis. Members serving in EAPs are not eligible for the childcare benefit. The Corporation will not cover childcare costs for family members or for members who have not served on a full-time, or who have ceased serving on a full-time basis. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Also see the Policy FAQs for more detailed information on administering childcare and healthcare.
6. **Notice to Childcare and Healthcare Providers.** The grantee must notify the Corporation's designated agents immediately in writing when a member's status changes, such that it would affect eligibility for childcare or healthcare. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis; terminating or releasing a member from service; and suspending a member for cause for a lengthy or indefinite time period. Program directors should contact AmeriCorps®CARE at NACCRRA at (800) 570-4543 on childcare related changes, and their health insurance provider about health insurance related changes.

## **G. MEMBER RECORDS AND CONFIDENTIALITY**

1. **Recordkeeping.** The grantee must ensure that records are maintained sufficient to establish that each member was eligible to participate and that the member successfully completed all requirements. A program may store member files electronically if the program can ensure that the validity and integrity of the record is not compromised. The Corporation will recognize electronically stored files where:

The electronic storage procedures and system provide for the safe-keeping and security of the records, including:

- a. Sufficient prevention of unauthorized alterations or erasures of records;

- b. Effective security measures to ensure that only authorized persons have access to records;
- c. Adequate measures designed to prevent physical damage to records; and
- d. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

- a. Storage of the records in a physically accessible location;
- b. Clear and accurate labeling of all records; and
- c. Storage of the records in a usable, readable format.

Where there is a requirement for a signature on a record, electronically stored records must include an image of the original signature; records without signatures, when required, are considered incomplete.

2. **Verification.** The grantee must obtain and maintain documentation as required by 45 CFR§2522.200(c). The Corporation does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

To verify whether the member meets the requirements relating to high-school education, the grantee must obtain from the member, and maintain in the member's file, a written declaration under penalty of law that the member meets the requirements of these provisions relating to high school education as required by 45 CFR§2522.200(b). If the member has been determined to be incapable of obtaining a high school diploma or its equivalent, the grantee must retain a copy of the supporting independent evaluation.

3. **Confidential Member Information.** The grantee must maintain the confidentiality of information regarding individual members. The grantee must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Grantees may release aggregate and other non-identifying information, and are required to release member information to the Corporation and its designated contractors. The grantee must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this grant.

## **H. BUDGET AND PROGRAMMATIC CHANGES**

1. **Programmatic Changes.** The grantee must first obtain the prior written approval of the AmeriCorps Program Office before making the following changes:
  - a. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
  - b. Substantial changes in the level of participant supervision;

- c. Entering into additional subgrants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.
- 2. **Program Changes for Formula Programs.** State Commissions are responsible for approving the above changes for state formula programs.
- 3. **Budgetary Changes.** The grantee must obtain the prior written approval of the Corporation's Office of Grants Management before amending the approved budget in any of the following ways:
  - a. Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-21 (2 CFR Part 220), A-87 (2 CFR Part 225) or A-122 (2 CFR Part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
  - b. Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
  - c. Unless the Corporation share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by the Corporation. The total budget includes both the Corporation and grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.
- 4. **Approvals of Programmatic Changes.** Programmatic changes also require final approval of the Corporation's Office of Grants Management after written recommendation for approval is received from the Program Office. The Grants Officers will execute written amendments, and grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.
- 5. **Exceptions for Fixed Amount Grants.** Grantees with fixed amount grants are not subject to the requirements in Section 3, Budgetary Changes.

## **I. REPORTING REQUIREMENTS**

- 1. **Grantee Progress Reports.** Each grantee must submit an annual progress report due to the Corporation by the first Monday in December. The report is submitted through the appropriate electronic system.

Grantees in the National Performance Measures Pilot must submit two additional reports:

- a. A process report on efforts to date to establish baseline data and using the performance measurement tools due to the Corporation the first Monday in February; and
- b. A progress report of preliminary data due to the Corporation the first Monday in May.

2. **Financial Reports.** The grantee must submit semi-annual cumulative financial reports, summarizing expenditures during the reporting period. These reports will be submitted through the appropriate electronic system. Financial report deadlines are as follows:

| <u>Due Date</u> | <u>Reporting Period Covered</u> |
|-----------------|---------------------------------|
| April 30        | Start of grant through March 31 |
| October 31      | April 1 – September 30          |

A grantee must set its own submission deadlines for its respective subgrantees sufficient to enable the grantee to report on-time. Cost-reimbursable National Professional Corps grantees submit one financial report per year.

All grantees including fixed amount grants must submit the Federal Financial Report (FFR) - Cash Transactions Report on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.

3. **Requests for Extensions.** Requests for extensions of reporting deadlines will be granted when 1) the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the grantee and 2) the Corporation receives a request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for Progress Reports may only be granted by the AmeriCorps Program Office.

4. **Final Financial Reports.** A grantee completing the final year of its grant must submit, in lieu of the last semi-annual financial report, a final financial report that is due within 90 days after the end of the grant.
5. **Financial Reports for Fixed Amount Grants.** Fixed amount grantees are not required to submit the financial reports to the Corporation, including the final financial report.

## **J. GRANT PERIOD AND INCREMENTAL FUNDING**

For the purpose of the grant, a project period is the complete length of time the grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a grantee's approved activities and budget.

Unless otherwise specified, the grant covers a three-year project period. In approving a multi-year project period, the Corporation generally makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance and the availability of funds. The project period and the budget period are noted on the award document.

## **V. GENERAL PROVISIONS**

### **A. RESPONSIBILITIES UNDER GRANT ADMINISTRATION**

1. **Accountability of the Grantee.** The grantee has full responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of the Corporation. The grantee is accountable to the Corporation for its operation of the AmeriCorps program and the use of Corporation grant funds. The grantee must expend grant funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the grant. Although grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.
2. **Notice to Corporation.** The grantee will notify the appropriate Corporation Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the grant or grantee. The grantee will inform the Corporation official about the corrective action taken or contemplated by the grantee and any assistance needed to resolve the situation.

### **B. FINANCIAL MANAGEMENT STANDARDS**

1. **General.** The grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. The systems must be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 CFR§2541) or A-110 (2 CFR Part 215) and its implementing regulations (45 CFR§2543), as applicable.
2. **Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.
3. **Audits.** Grantee organizations that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. If the grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible. A grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB

Circular A-133 for that year. However, it must continue to conduct financial management reviews of its subgrantees, and records must be available for review and audit.

A recipient of a Federal grant (pass-through entity) is required in accordance with paragraph 400(d) of OMB Circular A-133, to do the following with regard to its subrecipients: (1) identify the Federal award and funding source; (2) advise subrecipients of all requirements imposed on them; (3) monitor subrecipient activities and compliance; (4) ensure subrecipients have A-133 audits when required; (5) issue decisions and ensure follow-up on audit findings in a timely manner; (6) where necessary, adjust its own records and financial statements based on audits; and (7) require subrecipients to permit access by the pass-through entity and auditors to records and financial statements, as necessary, for the pass-through entity to comply with A-133.

4. **Consultant Services.** Payments for consultant services under this grant will not exceed \$617.00 per day (exclusive of any indirect expenses, travel, supplies and so on) unless procured consistent with 45 CFR Part 2543.44.

## **C. THE OFFICE OF INSPECTOR GENERAL**

The Corporation's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of Corporation programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in the Corporation's programs and operations.

The OIG conducts and supervises audits of Corporation grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select grantees and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to AmeriCorps grantees that become aware of suspected criminal activity in connection with the AmeriCorps program. Grantees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at [hotline@cncsig.gov](mailto:hotline@cncsig.gov) or by telephone at (800) 452-8210.

## **D. PROGRAM INCOME**

1. **General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the grantee and used to finance the grant's non-Corporation share.



2. **Excess Program Income.** Program income earned in excess of the amount needed to finance the grantee share must follow the appropriate requirements of 45 CFR §2541.250, 2 CFR Part 225, 2 CFR Part 215, or 2 CFR Part 220 and be deducted from total claimed costs. Grantees that earn excess income must specify the amount of the excess in the comment box on the financial report.
3. **Fees for Service.** When using assistance under this grant, the grantee may not enter into a contract for or accept fees for service performed by members when:
  - a. The service benefits a for-profit entity,
  - b. The service falls within the other prohibited activities set forth in these grant provisions, or
  - c. The service violates the non-displacement Provisions of the Act set forth in these grant provisions.
4. **Full-Cost and Professional Corps Fixed Amount Grants.** Grantees must notify their grants officer if they earn program income in excess of the amounts needed to cover all expenditures under the grant. The grants officer will determine the disposition of the excess program income.

## **E. SAFETY**

The grantee must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

## **F. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE**

1. **Public Notice of Non-discrimination.** The grantee must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the grantee and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation.

Sample language is:

*It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:*

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and e-mail address of the grantee) or*

*Office of Civil Right and Inclusiveness  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
(202) 606-7503 (voice); (202) 565-2799 (TTY)  
(202) 565-3465 (FAX); eo@cns.gov (e-mail)*

The grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member contracts, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is “This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.” Where a significant portion of the population eligible to be served needs services or information in a language other than English, the grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Records and Compliance Information.** The grantee must keep records and make available to the Corporation timely, complete and accurate compliance information to allow the Corporation to determine if the grantee is complying with the civil rights statutes and implementing regulations. Where a grantee extends federal financial assistance to subgrantees, the subgrantees must make available compliance information to the grantee so it can carry out its civil rights obligations.
3. **Obligation to Cooperate.** The grantee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The grantee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

## **G. GRANT PRODUCTS**

1. **Sharing Grant Products.** To the extent practicable, the grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members or grant-funded staff must be consistent with the purposes of the grant. The AmeriCorps logo may be included on such documents. The grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this grant.

“This material is based upon work supported by the Corporation for National and Community Service under AmeriCorps Grant No. \_\_\_\_\_. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, the Corporation or the AmeriCorps program.”

## **H. SUSPENSION OR TERMINATION OF GRANT**

Regulations related to the Corporation's authority to suspend or terminate this grant are contained in 45 CFR§2540.400. In addition, a grantee may suspend or terminate assistance to one of its subgrantees, provided that such action affords the subgrantee, at a minimum, the notice and hearing rights described in 45 CFR§2540.400.

## **I. FIXED AMOUNT AWARDS**

Fixed amounts grants are not subject to the Federal Cost Principles. For Education Award Only programs, the fixed federal assistance amount of the grant is based on the approved and awarded number of full-time equivalent members (MSYs) specified in the award. For full-cost and Professional Corps fixed amount grants the fixed federal assistance amount of the grant is based on the approved and awarded numbers of full-time members and their completion of their terms of service.

For Education Award programs, the final award amount that the grantee may retain is dependent upon the grantee's notifying the Corporation's National Service Trust of the members that it has selected (subject to the number of members allotted to the grantee as specified in the award). All such members must carry out activities to achieve the specific project objectives as approved by the Corporation. At closeout, the Corporation will calculate the final amount of the grant based on Trust documentation. The Corporation will recover any amounts drawn down by the grantee in excess of the final grant amount allowed based on member selection documentation in the Trust.

For all other fixed amount grants, the grantee may draw funds from the HHS Payment Management System based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc). Funds drawn after that should be based on the number of members on board at the time and the percentage of hours completed. Annually and at close-out, the Corporation will calculate the final amount of the grant for the year or entire project period (at close-out) based on an allowance of 20% for start-up costs + number of education awards earned + percentages of remaining terms served.

## **J. TRAFFICKING IN PERSONS**

This Grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

- a.** Provisions applicable to a recipient that is a private entity.
  - i.** You as the Grantee and your employees may not:
    - (a.) Engage in severe forms of trafficking in persons during the period of time that the Grant is in effect;
    - (b.) Procure a commercial sex act during the period of time that the Grant is in effect; or

- (c.) Use forced labor in the performance of the Grant.
- ii. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if it,
  - (a.) Is determined you have violated a prohibition in paragraph a.1 of this Grant term; or
  - (b.) Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a.1 of this Grant term through conduct that is either:
    - 1. Associated with performance under this Grant; or
    - 2. Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 2200.
- b. Provisions applicable to a Grantee other than a private entity. We as the Federal awarding agency may unilaterally terminate this grant, without penalty, if it –
  - i. Is determined to have violated an applicable prohibition of paragraph a.1 of this Grant term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph a.1 of this Grant term through conduct that is –
    - (a.) Associated with performance under this Grant; or
    - (b.) Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
- c. Provisions applicable to any Grantee.
  - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this grant term.
  - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (a.) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (b.) Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - iii. You must include the requirements of paragraph a.1 of this Grant term in any sub-Grant you make to a private entity.
- d. Definitions. For purposes of this grant term:
  - i. “Employee” means either:

- (a.) An individual employed by you or a sub-Grantee who is engaged in the performance of the project or program under this Grant; or
  - (b.) Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
- ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iii. “Private entity”:
  - (a.) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR Part 175.25.
  - (b.) Includes:
    - 1. A non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR Part 175.25(b).
    - 2. A for-profit organization.
- iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.gov](http://www.nationalservice.gov).

02/18/2010  
Date



Patrick Corvington, Chief Executive Officer

## **AmeriCorps State and National Policies and Policy FAQs**

### **Effective October 1, 2008**

#### **Table of Contents**

|   |    |
|---|----|
| Disclaimer .....                                    | 1  |
| Where to Find Information Resources .....           | 1  |
| Numbering System.....                               | 1  |
| Definitions.....                                    | 2  |
| A. Organizational Eligibility and Application ..... | 3  |
| B. Recruiting and Selecting Members .....           | 6  |
| C. Supervising Members.....                         | 10 |
| D. Program Management .....                         | 47 |
| E. For State Commissions .....                      | 54 |
| F. Financial Management.....                        | 65 |
| G. Education Awards .....                           | 69 |

#### **Disclaimer**

This website does not supersede any of the requirements established by the Corporation's regulations; the terms, conditions, and provisions of an AmeriCorps grant or contract; or the standard federal requirements applicable to all federal grants. It is intended as a resource to help state commissions, state programs, national parent organizations, and national sites establish and maintain sound operations in compliance with federal and state statutes, regulations, provisions, and policies.

#### **Where to Find Information Resources**

The AmeriCorps statute, the National Community Service Act, the AmeriCorps regulations, and the AmeriCorps State and National grant provisions are available in keyword searchable format here:

[http://www.americorps.gov/for\\_organizations/manage/index.asp](http://www.americorps.gov/for_organizations/manage/index.asp).

In the coming months, relevant federal-wide regulations on grant matters and OMB circulars will also appear on the "Manage Current Grants and Contracts" web page in the *AmeriCorps State and National Update* Newsletter, and posted on the Communications Center. You can subscribe to the Communications Center and receive an e-mail message informing you of new material posted there. If you have questions about these Policies and Policy FAQs, please address them to [PolicyQuestions@cns.gov](mailto:PolicyQuestions@cns.gov) or call (202) 606-6930.

#### **Numbering System**

The Policies and Policy FAQs are each given an outline number (A. 1. for example, and a FAQ number. The FAQs numbers are arranged by year, month, and date, so FAQ Number 041018 was generated on October 18, 2004. If the number has ASN preceding it, it is a cleared policy which is also posted on the Corporation's Intranet site and numbered according to the same convention with the addition of the Department code per the Corporation's Policy 100.

If the FAQ number consists of four numbers and then PU or ASNU, it initially appeared in a newsletter, and the numbers represent the year and the month that the newsletter appeared.

There are also some FAQs marked “Question of the Week” series that were prepared by the Corporation’s Office of General Counsel for AmeriCorps State and National staff.

Some FAQs are Grant Provisions which have been moved to this space in preparation for the transition to Grant Terms and Conditions. These are labeled as former Provisions by year and Provision number, for example 07 Prov. IV. A.

FAQs derived from the 2002-2003 Program Director’s Handbook are labeled “2002-2003 PD Handbook.”

For the purposes of these FAQs, “AmeriCorps” refers to AmeriCorps State and National grantees only. The term grantee is used to connote either grantee or subgrantee, as appropriate, throughout these FAQs.

### **Definitions**

AmeriCorps National Service Network

FAQ Number: 07 Prov. IV. A. 1

*What is the definition of the AmeriCorps National Service Network?*

The AmeriCorps National Service Network means AmeriCorps State, AmeriCorps National, AmeriCorps Tribes and Territories, Volunteers in Service to America (VISTA), and National Civilian Community Corps (NCCC) programs taken together as programs dedicated to national service. VISTA is authorized under the Domestic Volunteer Service Act (42 U.S.C. 4950 *et seq.*). NCCC is authorized under the National and Community Service Act (42 U.S.C. 12611 *et seq.*).

Terms of service

FAQ Number: 07 Prov. IV. E. 1

*What is the definition of the various terms of service?*

Each Program must, at the start of the term of service, establish the guidelines and definitions for the successful completion of the program year, ensuring that these program requirements meet the Corporation’s service hour requirements as defined below:

Full-time members. Members must serve at least 1700 hours during a period of not less than nine months and not more than one year.

Half-time members. Half-time members must serve at least 900 hours during a period of one or two years as indicated in the approved budget.

Reduced half-time members. Reduced half-time members must serve at least 675 hours over a time not to exceed one year.

Quarter-time members. Quarter-time members must serve at least 450 hours over a time not to exceed one year.



Minimum-time members. Minimum time members must serve at least 300 hours over a time not to exceed one year.

## **A. Organizational Eligibility and Application**

### **A. 1. Request for a copy of an AmeriCorps grant application**

FAQ Number: 041018

How do I request a copy of an AmeriCorps grant application?

The easiest way to obtain a copy of an AmeriCorps grant application is to contact the grantee directly. To request an approved application, you may make a FOIA (Freedom of Information Act) request. This approach will take more time than contacting the grantee or the program officer. The Corporation's FOIA procedures and information are on the Corporation website at [www.nationalservice.gov/home/foia/guidance.asp](http://www.nationalservice.gov/home/foia/guidance.asp).

### **A. 2. Eligibility of a 501(c)(6) organization to serve as an AmeriCorps grantee**

FAQ Number: 060517

May a 501(c)(6) organization receive an AmeriCorps State or National grant?

Although a 501(c)(6) organization is eligible for a grant, the purpose of many 501(c)(6) organizations is lobbying, and lobbying is a prohibited activity according to federal regulations. Unless the 501(c)(6) has a different purpose, or has internal controls that will separate functions, an audit could result in disallowed costs.

### **A. 3. Eligibility of a 501(c)(4) organization to receive an AmeriCorps grant**

FAQ Number: 020329

Is a 501(c)(4) organization eligible to apply for and receive an AmeriCorps grant?

As long as the 501(c)(4) organization does not engage in lobbying activities (as defined under the Lobbying Disclosure Act of 1995), it may apply for and is eligible to receive federal grant funds. If it does engage in lobbying activities, it is ineligible to receive federal funds.

### **A. 4. Awarding AmeriCorps funds to organizations with 501(c)(3) status pending**

FAQ Number: 020128

Must an organization have 501(c)(3) status to be granted funds by the Corporation? May an organization receive AmeriCorps funds even though its application for 501(c)(3) status has not been approved? And, is there a one-year waiting period after approval of 501(c)(3) status before an award can be made?

The Corporation does not require 501(c)(3) approval as long as your organization is recognized as a nonprofit organization by your state. Hence, the status of any federal application for 501(c)(3) status is immaterial, and there is no one-year waiting period.

### **A. 5. Members serving at a for-profit entity**

FAQ Number: 020329

May a for-profit entity apply for an AmeriCorps grant, or serve as a service site?

A for-profit entity is not eligible to apply for an AmeriCorps grant. Neither may an AmeriCorps member provide a direct benefit to a for-profit entity. If the grantee can establish that the AmeriCorps member will actually be providing a direct benefit to

someone other than the for-profit entity—for example, to the community, children, or parents—and that the for-profit entity is only a secondary beneficiary of the service, then service at a for-profit site may be allowable. The grantee must also ensure that the members do not displace employees.

A. 6. Use of federal funds to meet AmeriCorps matching requirements

FAQ Number: 990826

Are federal funds allowed to be used as match?

With certain caveats, grantee operating an AmeriCorps subtitle C program may use federal funds to meet its matching requirement.

There are several caveats. First, the fact that legislation permits the use of non-Corporation federal funds as match is not, by itself, determinative. There must be independent authority for a grantee to use other federal funds in connection with a national service program. For example, if a grantee proposes to use Department of Education Title I funds as match, we refer the grantee to the Department of Education for guidance on whether such use is permissible under the Title I program.

Second, the national service legislation does not prohibit a grantee from using other federal funds in place of the Corporation's share, subject to the first caveat. For example, we would not prohibit a grantee from using other federal funds to pay the living allowance. Third, we do not permit a grantee to use the same funds as match for two federal grants. See [45 CFR § 2541.240\(b\)\(3\)](#), [45 CFR § 2543.23\(a\)\(2\)](#).

A. 7. Matching Requirements: Exception for Donated Professional Service.

FAQ Number: 07 Prov.V. I.

*May a grantee use direct community service as match?*

Because the purpose of this grant is to enable and stimulate volunteer community service, the grantee may not include the value of direct community service performed by volunteers as match. However, the grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, legal work or training as match.

A. 8. Matching CNCS funds with CNCS funds

FAQ Number: 071106

May I use CNCS funds to match another grant from CNCS?

No. For example, you may not use a Learn and Serve America grant as match for AmeriCorps State or National funds.

A. 9. Meeting match requirements including matching levels above the minimum requirements

FAQ Number: 020412

What happens when a sub-grantee does not meet anticipated match?

The Corporation's general policy is that grantees must provide and account for the matching funds as agreed upon in the Notice of Grant Award (NGA) and the approved budget. Many programs provide more than the minimum match required by the law. The Corporation encourages this additional voluntary match and the budget reflects all

anticipated match. However, it is not always possible to meet the full level of this anticipated additional voluntary match.

When a change occurs in projected or actual levels of this additional voluntary match, the Corporation does not require a grantee to amend its budget or obtain Corporation approval for a reduction in budgeted grantee or sub-grantee match, if the reduction does not create changes in budget line items above the amounts allowed in the grant provisions. Instead, because the Financial Status Reports (FSRs) report on actual expenditures and actual match obtained, the reduction is reported on the FSR.

Final FSRs must include a combined total of required match and additional voluntary match for the entire project period. In addition, at closeout grantees have the option to accept a level of match below the anticipated additional match as long as the minimum required match is met. Please note that this does not apply to the statutory minimum required match. Programs must meet the statutory minimum required match. In addition, grantees with subgrantees may hold their subgrantees to budgeted match.

In many cases, the additional voluntary match is necessary to operate the program as planned. This occurs most often when programs anticipate providing more than the minimum match for the AmeriCorps member living allowance. If a grantee is not able to match at the level called for in the grant award, the Corporation will not increase the amount of its award to cover those program costs anticipated to be covered by the additional match and the grantee may need to request approval from the Corporation for a budget amendment.

For example, an AmeriCorps program expected match to provide 40% of the member living allowance and only requested 60% of the cost of living allowances from the Corporation. Later, one of the donors was not able to follow through and the program was only able to raise a 30% match. The Corporation will not increase the amount of the grant to cover the shortfall in additional voluntary match. In this case, the reduction in voluntary match changes the scope of the program and results in line item changes in the budget that exceed the maximums allowed in the grant provisions. The grantee would have to submit a request for a budget amendment and a program amendment to the Corporation.

#### A. 10. Making grants to federal agencies

FAQ Number: 061113

Can the Corporation make grants to other Federal agencies?

No. Annual appropriations language prohibits the Corporation from making AmeriCorps grants under Subtitle C of Title I of the NCSA to federal agencies.

#### A.11 AmeriCorps eligibility and asylee and refugee status.

FAQ Number: 080919

Is an individual granted asylee or refugee status eligible to serve in AmeriCorps?

No. In order to be eligible to serve as an AmeriCorps member, individuals must have citizenship or lawful permanent resident status with the appropriate documentation.

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**AmeriCorps**

A Program of the Corporation for National and Community Service

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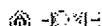
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About Us

For Organizations

For Individuals

Our Programs

## For Organizations

[For Organizations](#) > [How to Apply / Eligibility](#) >

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## AmeriCorps National

How Can AmeriCorps Help Our Organization?

New Funding Opportunities

How to Apply / Eligibility

AmeriCorps State

AmeriCorps National

AmeriCorps VISTA

AmeriCorps NCCC

Manage Current Grants and Projects

Recruit AmeriCorps Members / The Online Recruitment System

Tools, Training, and Information

The Resource Center

For Colleges and Universities

For Faith-Based and Other Community Organizations

For Native American Communities

Frequently Asked Questions

AmeriCorps National grants are made directly by the Corporation to public or private nonprofit organizations, institutions of higher education, government entities within states or territories, Indian Tribes, and consortia of the aforementioned. Organizations operating solely within the state of South Dakota are also eligible for an AmeriCorps National grant. AmeriCorps National includes seven different grant opportunities. Detailed information, including eligibility requirements, can be found below.

AmeriCorps National programs engage AmeriCorps members in providing direct service to address unmet community needs. Programs design service activities for a team of members serving full- or part-time for up to one year. Sample activities include tutoring and mentoring youth, assisting veterans, building homes, and restoring parks. Priority service areas identified include Education, Healthy Futures, Clean Energy / Environment, Veterans and Opportunity. Members also help to recruit community volunteers to expand the reach and effectiveness of the organization where they serve.

The organizations that receive grants are responsible for recruiting, selecting, and supervising AmeriCorps members to serve in their programs.

AmeriCorps National includes the following grant competitions:

- AmeriCorps National Direct
- AmeriCorps National Education Award Program
- AmeriCorps National Professional Corps
- AmeriCorps Indian Tribes
- AmeriCorps Indian Tribes Planning Grants
- AmeriCorps National Planning Grants
- AmeriCorps Fixed-Amount Grants

Please review the [Chart of AmeriCorps National Programs](#) for eligibility requirements and to determine which program is appropriate for you. Additional information can also be found in the [2011 AmeriCorps Notice of Funding Opportunity](#) and the [2011 AmeriCorps National Application Instructions](#).

You can also view a list of [current grantees](#) that may be contacted with questions about what it is like to operate an AmeriCorps grant. Please remember that specific questions about funding, eligibility requirements, and other application questions should be sent to [AmeriCorpsNational@cns.gov](mailto:AmeriCorpsNational@cns.gov), or to 202-606-7508.

### AmeriCorps National Grant Competitions

#### AmeriCorps National Direct

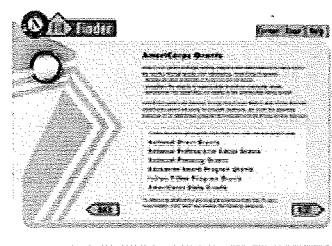
An AmeriCorps program addressing community needs in at least two states. The grantee organization is responsible for the implementation and oversight of local programs in different states. The grantee has relationships with entities in different states that will operate the local programs.

- [More information about AmeriCorps National Direct grants](#)

#### AmeriCorps National Education Award Program

An AmeriCorps program that receives minimal financial support from the Corporation for National and Community Service and has less fiscal reporting requirements. Because of the minimal financial support, EAP grants are best suited for pre-existing service programs or for organizations with other sources of funding, for whom becoming part of AmeriCorps will add value to their program. For instance, the association with AmeriCorps might allow a program to recruit more service participants, to recruit a higher caliber of service participants, or serve more beneficiaries.

### Which AmeriCorps Grant Program is Right For You?



Click here to launch the AmeriCorps Grant "Fit Finder" (opens in a new window)

#### My AmeriCorps

The *My AmeriCorps* website provides a one-stop-shop for AmeriCorps State and National, VISTA and NCCC members and alumni - presenting a wealth of information and self-service capabilities, including access to the former AmeriCorps Online Payment System.

Visit *My AmeriCorps* now!  
[Learn more](#)

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- [More information about AmeriCorps National Education Award Program grants](#)

**AmeriCorps National Professional Corps**

An AmeriCorps program that recruits and places qualified participants in positions as teachers, nurses and other health care providers, police officers, early childhood development staff, engineers, or other professionals providing service to meet educational, public safety, human, or environmental needs in communities with an inadequate number of such professionals.

- [More information about AmeriCorps National Professional Corps grants](#)

**AmeriCorps Indian Tribes**

An AmeriCorps program sponsored by an Indian Tribe.

- [More information about AmeriCorps Indian Tribe grants](#)

**AmeriCorps Indian Tribes Planning Grants**

A grant to support the development of an AmeriCorps Indian Tribes program.

- [More information about AmeriCorps Indian Tribe Planning grants](#)

**AmeriCorps National Planning Grants**

A grant to support the development of an AmeriCorps program of national scope.

- [More information about AmeriCorps National Planning Grants](#)

**AmeriCorps Fixed-Amount Pilot Grants**

A grant to support full-time AmeriCorps members. Organizations are put forward to participate in a nationwide competition by Governor-appointed State Commissions, organizations that operate their AmeriCorps program in more than one state, Professional Corps, States and Territories without Commissions, and Indian Tribes may apply to receive a fixed-amount grant for a full-time program. The Fixed-Amount Pilot is only available for new and re-competing applicants. Second and third year continuation applicants must submit a new application if they are interested in participating in the Fixed-Amount Pilot.

**Application Documents**

- [2011 AmeriCorps National Planning Grants and Indian Tribes Planning Grants Notice of Funding Opportunity \(NOFO\) \(PDF\)](#)
- [2011 AmeriCorps National Planning Grants and Indian Tribes Planning Grants Application Instructions \(PDF\)](#)
- [2011 AmeriCorps Notice of Funding Opportunity \(NOFO\) \(PDF\)](#)
- [2011 AmeriCorps National Application Instructions \(PDF\)](#)
- [AmeriCorps Regulations and Provisions](#)

**Additional Application Information**

- [Technical Assistance Calls \(PDF\)](#) for organizations interested in developing AmeriCorps National programs
- [Frequently Asked Questions](#) relating to 2011 AmeriCorps National Funding Opportunities
- [List of all Current AmeriCorps National Grantees \(PDF\)](#)
- [List of Current Grantees \(PDF\)](#) that may be contacted with questions about what it is like to operate an AmeriCorps grant
- [Chart of AmeriCorps National Program Opportunities \(PDF\)](#)
- [Key Differences Among AmeriCorps Programs \(PDF\)](#)
- [Budget Guidance for Applicants \(PDF\)](#)

**Apply Online Using eGrants**

eGrants is an online system designed to automate the grant management process from application to closeout. It allows applicants to find grant opportunities, apply for grants, and manage grant reporting online. The system also allows the Corporation to review applications, award grants and manage those grants efficiently and effectively. Visit eGrants for more information and instructions on getting started with eGrants.

If you have questions about submitting your applications through eGrants, please e-mail the eGrants help desk or call 1-888-677-7849.

**When are applications due?**

All applications for AmeriCorps State and National and Indian Tribes Planning Grants are due November 4, 2010 at 5:00 pm Eastern. AmeriCorps National Direct, AmeriCorps National Professional Corps, AmeriCorps Education Award Program, AmeriCorps Indian Tribes Program, and AmeriCorps Fixed-Amount Pilot grants are due by January 25, 2011 at 5:00 pm Eastern.

10/8/2010

AmeriCorps.gov > AmeriCorps National

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## SEC. 122. [42 U.S.C. 12572] Types of national service programs eligible for program assistance

### (a) Eligible national service programs

The recipient of a grant under section 12571(a) of this title and each Federal agency receiving assistance under section 12571(b) of this title shall use the assistance, directly or through subgrants to other entities, to carry out full- or part-time national service programs, including summer programs, that address unmet human, educational, environmental, or public safety needs. Subject to subsection (b)(1) of this section, these national service programs may include the following types of national service programs:

(1) A community corps program that meets unmet human, educational, environmental, or public safety needs and promotes greater community unity through the use of organized teams of participants of varied social and economic backgrounds, skill levels, physical and developmental capabilities, ages, ethnic backgrounds, or genders.

(2) A full-time, year-round youth corps program or full-time summer youth corps program, such as a conservation corps or youth service corps (including youth corps programs under subtitle I of this subchapter, the Public Lands Corps established under the Public Lands Corps Act of 1993 [16 U.S.C.A. § 1721 et seq.], the Urban Youth Corps established under section 12656 of this title, and other conservation corps or youth service corps that performs service on Federal or other public lands or on Indian lands or Hawaiian home lands), that--

(A) undertakes meaningful service projects with visible public benefits, including natural resource, urban renovation, or human services projects;

(B) includes as participants youths and young adults between the ages of 16 and 25, inclusive, including out-of-school youths and other disadvantaged youths (such as youths with limited basic skills, youths in foster care who are becoming too old for foster care, youths of limited-English proficiency, homeless youths, and youths who are individuals with disabilities) who are between those ages; and

(C) provides those participants who are youths and young adults with--

(i) crew-based, highly structured, and adult-supervised work experience, life skills, education, career guidance and counseling, employment training, and support services; and

(ii) the opportunity to develop citizenship values and skills through service to their community and the United States.

(3) A program that provides specialized training to individuals in service-learning and places the individuals after such training in positions, including positions as service-learning coordinators, to facilitate service-learning in programs eligible for funding under part I of subtitle B of this subchapter.

(4) A service program that is targeted at specific unmet human, educational, environmental, or public safety needs and that--

(A) recruits individuals with special skills or provides specialized preservice training to enable participants to be placed individually or in teams in positions in which the participants can meet such unmet needs; and

(B) if consistent with the purposes of the program, brings participants together for additional training and other activities designed to foster civic responsibility, increase the skills of participants, and improve the quality of the service provided.

- (5) An individualized placement program that includes regular group activities, such as leadership training and special service projects.
- (6) A campus-based program that is designed to provide substantial service in a community during the school term and during summer or other vacation periods through the use of--
- (A) students who are attending an institution of higher education, including students participating in a work-study program assisted under part C of title IV of the Higher Education Act of 1965 (42 U.S.C. 2751 et seq.);
  - (B) teams composed of such students; or
  - (C) teams composed of a combination of such students and community residents.
- (7) A preprofessional training program in which students enrolled in an institution of higher education--
- (A) receive training in specified fields, which may include classes containing service-learning;
  - (B) perform service related to such training outside the classroom during the school term and during summer or other vacation periods; and
  - (C) agree to provide service upon graduation to meet unmet human, educational, environmental, or public safety needs related to such training.
- (8) A professional corps program that recruits and places qualified participants in positions--
- (A) as teachers, nurses and other health care providers, police officers, early childhood development staff, engineers, or other professionals providing service to meet educational, human, environmental, or public safety needs in communities with an inadequate number of such professionals;
  - (B) that may include a salary in excess of the maximum living allowance authorized in subsection (a)(3) of section 12594 of this title, as provided in subsection (c) of such section; and
  - (C) that are sponsored by public or private nonprofit employers who agree to pay 100 percent of the salaries and benefits (other than any national service educational award under subtitle D of this subchapter) of the participants.
- (9) A program in which economically disadvantaged individuals who are between the ages of 16 and 24 years of age, inclusive, are provided with opportunities to perform service that, while enabling such individuals to obtain the education and employment skills necessary to achieve economic self-sufficiency, will help their communities meet--
- (A) the housing needs of low-income families and the homeless; and
  - (B) the need for community facilities in low-income areas.
- (10) A national service entrepreneur program that identifies, recruits, and trains gifted young adults of all backgrounds and assists them in designing solutions to community problems.
- (11) An intergenerational program that combines students, out-of-school youths, and older adults as participants to provide needed community services, including an intergenerational component for other national service programs described in this subsection.



(12) A program that is administered by a combination of nonprofit organizations located in a low-income area, provides a broad range of services to residents of such area, is governed by a board composed in significant part of low-income individuals, and is intended to provide opportunities for individuals or teams of individuals to engage in community projects in such area that meet unaddressed community and individual needs, including projects that would--

(A) meet the needs of low-income children and youth aged 18 and younger, such as providing after-school "safe-places", including schools, with opportunities for learning and recreation; or

(B) be directed to other important unaddressed needs in such area.

(13) A community service program designed to meet the needs of rural communities, using teams or individual placements to address the development needs of rural communities and to combat rural poverty, including health care, education, and job training.

(14) A program that seeks to eliminate hunger in communities and rural areas through service in projects--

(A) involving food banks, food pantries, and nonprofit organizations that provide food during emergencies;

(B) involving the gleaning of prepared and unprepared food that would otherwise be discarded as unusable so that the usable portion of such food may be donated to food banks, food pantries, and other nonprofit organizations;

(C) seeking to address the long-term causes of hunger through education and the delivery of appropriate services; or

(D) providing training in basic health, nutrition, and life skills necessary to alleviate hunger in communities and rural areas.

(15) Such other national service programs addressing unmet human, educational, environmental, or public safety needs as the Corporation may designate.

(b) Qualification criteria to determine eligibility

(1) Establishment by Corporation

The Corporation shall establish qualification criteria for different types of national service programs for the purpose of determining whether a particular national service program should be considered to be a national service program eligible to receive assistance or approved national service positions under this subtitle.

(2) Consultation

In establishing qualification criteria under paragraph (1), the Corporation shall consult with organizations and individuals with extensive experience in developing and administering effective national service programs or regarding the delivery of human, educational, environmental, or public safety services to communities or persons.

(3) Application to subgrants

The qualification criteria established by the Corporation under paragraph (1) shall also be used by each recipient of assistance under section 12571(a) of this title that uses any portion of the assistance to conduct a grant program to support other national service programs.

(4) Encouragement of intergenerational components of programs

The Corporation shall encourage national service programs eligible to receive assistance or approved national service positions under this subtitle to establish, if consistent with the purposes of the program, an intergenerational component of the

program that combines students, out-of-school youths, and older adults as participants to provide services to address unmet human, educational, environmental, or public safety needs.

(c) National service priorities

(1) Establishment

(A) By Corporation

In order to concentrate national efforts on meeting certain unmet human, educational, environmental, or public safety needs and to achieve the other purposes of this chapter, the Corporation shall establish, and after reviewing the strategic plan approved under section 12651b(g)(1) of this title, periodically alter priorities as appropriate regarding the types of national service programs to be assisted under subsection (b) or (d) of section 12581 of this title and the purposes for which such assistance may be used.

(B) By States

Consistent with paragraph (4), States shall establish, and through the national service plan process described in section 12638 (e)(1) of this title, periodically alter priorities as appropriate regarding the national service programs to be assisted under section 12581(a)(1) of this title. The State priorities shall be subject to Corporation review as part of the application process under section 12582 of this title.

(2) Notice to applicants

The Corporation shall provide advance notice to potential applicants of any national service priorities to be in effect under this subsection for a fiscal year. The notice shall specifically include--

(A) a description of any alteration made in the priorities since the previous notice; and

(B) a description of the national service programs that are designated by the Corporation under section 12585(d)(2) of this title as eligible for priority consideration in the next competitive distribution of assistance under section 12571(a) of this title.

(3) Regulations

The Corporation shall by regulation establish procedures to ensure the equitable treatment of national service programs that--

(A) receive funding under this subtitle for multiple years; and

(B) would be adversely affected by annual revisions in such national service priorities.

(4) Application to subgrants

Any national service priorities established by the Corporation under this subsection shall also be used by each recipient of funds under section 12571(a) of this title that uses any portion of the assistance to conduct a grant program to support other national service programs.

## ATTACHMENT J

## MONTGOMERY COUNTY CONSERVATION CORPS EQUIPMENT LIST

| ITEM                                      | QUANTITY |
|---|----------|
| Large Sea Containers<br>measuring 20'X10' | 5        |
| 9 seat Passenger Vans                     | 5        |
| Pickup Truck                              | 1        |
| Dump Truck                                | 1        |
| 2008 Farm Tractor                         | 1        |
| with Trail Cutter Mower                   | 1        |
| and Auger                                 | 1        |
| Toro Skid Steer with                      | 1        |
| Trailer;                                  | 1        |
| Bucket;                                   | 1        |
| Tiller;                                   | 1        |
| Tree Forks;                               | 1        |
| Augers Various sizes                      | 3        |
| Kawaski ATV<br>(all terrain vehicle)      | 1        |
| Landscape Utility<br>Trailers             | 4        |
| Closed utility trailer                    | 1        |
| 250 gallon Water Trailer                  | 1        |
| Walk-Behind Mower                         | 1        |
| Gasoline Powered Leaf Blowers             | 2        |
| Electric Powered Leaf Blower              | 1        |
| Weed Whacker                              | 1        |
| 1 Chipper                                 | 1        |
| 1 Edger                                   |          |
| Wheel Barrows                             | 5        |
| Tree Hand Carts                           | 2        |
| Grass Spreader                            | 1        |
| Tree Watering bags                        | 100      |

| ITEM  | QUANTITY |
|---|----------|
| Band Saws                                       | 3        |
| Miter Saws                                      | 3        |
| Radial Arm Saw                                  | 1        |
| Table Saw                                       | 1        |
| Portable Table Saw                              | 1        |
| Drill Press                                     | 1        |
| Woodworking Planer                              | 1        |
| Bench Grinder                                   | 1        |
| Air Compressor                                  | 1        |
| Portable Air Compressor                         | 1        |
| Portable Generator                              | 1        |
| Snow Blowers                                    | 1        |
| 1 Blower  |          |
| Assorted ladders                                |          |
| Assorted Traffic Safety Cones, Flags, and Signs |          |
| Assorted Fire and Garden Hose                   |          |
| Circular Saws                                   | 3        |
| Jig Saws  | 2        |
| 2 Belt Sanders                                  |          |
| Hand held Orbital Sanders                       | 2        |
| Pneumatic orbital sander                        | 1        |
| 1 Grinder                                       | 1        |
| 2 Pneumatic Impact Wrenches                     | 2        |
| Drills  | 7        |
| Hammer Drill                                    | 1        |
| Nail Guns (Pneumatic)                           | 5        |
| Screw Gun                                       | 1        |
| Impact Gun/Fastener                             | 1        |

| Hand Tools                      | QUANTITY |
|---------------------------------|----------|
| Mattocks                        | 28       |
| Rakes                           | 27       |
| Spades and Shovels              | 62       |
| Digging Bars                    | 5        |
| Post-Hole Diggers               | 6        |
| Pitch Forks                     | 26       |
| Claw Forks                      | 3        |
| Hoes                            | 11       |
| Tiller                          | 1        |
| Scrapers                        | 7        |
| Edgers                          | 11       |
| Sickles                         | 8        |
| Weed Wackers                    | 2        |
| Sledge Hammers                  | 10       |
| Pole Drivers                    | 5        |
| Axes                            | 5        |
| Assorted Saws                   |          |
| Assorted Hammers                |          |
| Assorted Screwdrivers           |          |
| Assorted Wrenches               |          |
| Assorted Levels and Squares     |          |
| Assorted Crow Bars and Cat Paws |          |
| Assorted Clamps                 |          |
| Assorted Rasps                  |          |

**DHHS Budget**

ATTACHMENT K

Mar 2010

Agency/Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Fax/E-Mail: \_\_\_\_\_

Contract Number: \_\_\_\_\_

**BUDGET SUMMARY****FY 2011 Budget**

| <b>Category</b>  | <b>Contract Funding<br/>(Montgomery<br/>County)*</b> | <b>Other Sources<br/>of Funding</b> | <b>Organizational<br/>Total</b> |  | <b>Notes:</b>                                   |
|--|--|-------------------------------------|---------------------------------|--|---|
| A. Salary (Salary)                                       |  | \$ -                                | \$ -                            |  | Do not include fringe in salary line            |
| Fringe Benefits (___% of salary expenses)                |  | \$ -                                | \$ -                            |  | Include the % used to calculate fringe benefits |
| B. Indirect and Administration (___% of contract budget) | \$   | \$ -                                | \$ -                            |  | Include the % for administrative/overhead costs |
| C. Operating Expenses                                    | \$   | \$ -                                | \$ -                            |  |   |
| D. Capital Expenses                                      | \$   | \$ -                                | \$ -                            |  |   |
| <b>Total</b>   | <b>\$</b>  | <b>\$ -</b>                         | <b>\$ -</b>                     |  |   |

**BUDGET DETAIL****A. Personnel Expenses**

| Position                        | Incumbent | FTE | Annual Salary | *Contract Salary Budget = %FTE x annual salary | Fringe Benefit Rate (example 20%=.20) | Fringe | Total Salary + Fringe |
|---------------------------------|-----------|-----|---------------|--|---------------------------------------|--------|-----------------------|
|                                 |           |     |               |  |                                       |        |                       |
|                                 |           |     |               |  |                                       |        |                       |
|                                 |           |     |               |  |                                       |        |                       |
|                                 |           |     |               |  |                                       |        |                       |
|                                 |           |     |               |  |                                       |        |                       |
|                                 |           |     |               |  |                                       |        |                       |
|                                 |           |     |               |  |                                       |        |                       |
| <b>Total Personnel Expenses</b> |           |     |               |  |                                       |        |                       |

## B. Indirect/Administration, if applicable

| Expense Category                  | Cost | % of Contract |
|-----------------------------------|------|---------------|
| Total Indirect and Administration | \$ - |               |

K-1

## C. Direct (Operating) Expenses

| Expense Category        | Cost | Justification of Costs |
|-------------------------|------|------------------------|
| Consulting              | \$ - |                        |
| Staff Development       | \$ - |                        |
| Travel                  | \$ - |                        |
| Rent                    | \$ - |                        |
| Utilities               | \$ - |                        |
| Maintenance             | \$ - |                        |
| Telephones              | \$ - |                        |
| Other Communications    | \$ - |                        |
| Equipment & Maintenance | \$ - |                        |
| Supplies                | \$ - |                        |
| Insurance               | \$ - |                        |
| Postage                 | \$ - |                        |
| Printing                | \$ - |                        |

|                                 |             |  |  |  |  |  |  |
|---------------------------------|-------------|--|--|--|--|--|--|
| Other Expenses (list)           | \$ -        |  |  |  |  |  |  |
|                                 | \$ -        |  |  |  |  |  |  |
|                                 | \$ -        |  |  |  |  |  |  |
|                                 | \$ -        |  |  |  |  |  |  |
|                                 | \$ -        |  |  |  |  |  |  |
|                                 | \$ -        |  |  |  |  |  |  |
|                                 | \$ -        |  |  |  |  |  |  |
| <b>Total Operating Expenses</b> | <b>\$ -</b> |  |  |  |  |  |  |
|                                 |             |  |  |  |  |  |  |

### D. Capital Expenses, if applicable

| Description                   | Cost        | Justification of Costs |  |  |  |  |  |
|-------------------------------|-------------|------------------------|--|--|--|--|--|
|                               | \$ -        |                        |  |  |  |  |  |
|                               | \$ -        |                        |  |  |  |  |  |
|                               | \$ -        |                        |  |  |  |  |  |
|                               | \$ -        |                        |  |  |  |  |  |
|                               | \$ -        |                        |  |  |  |  |  |
| <b>Total Capital Expenses</b> | <b>\$ -</b> |                        |  |  |  |  |  |

Approved by: (for the Vendor)

\_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Date

Approved by: (for the Department of Health and Human Services)

\_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Date



**Attachment L****Program #2  
Rate Proposal**

| <b>Service</b>   | <b>Hourly Rate</b> |
|--|--------------------|
| <b>Watershed restoration</b><br>Includes repairing the source of the water damage, and repopulating the watershed with plant and sometimes tree species.   |                    |
| <b>Reforestation</b><br>Includes planting tracts of small trees and shrubs at various locations throughout the County.   |                    |
| <b>Urban Landscaping</b><br>Includes making and maintaining flower beds, soil preparation and planting along County highways and in downtown areas. Usually involves planting large trees.   |                    |
| <b>Storm Water cleaning and mowing</b><br>Includes mowing around storm water ponds and picking up trash and debris in and around the ponds.  |                    |
| <b>State park cleaning</b><br>Includes invasive species removal, signage installation, picking up litter and debris and hand pruning and removing invasive species within identified areas of a park.  |                    |
| <b>Historic building restoration</b><br>Includes restoring buildings identified by the County for restoration. May include painting, installing floors, constructing walls, roofing, etc. In general returning the site to its original state.   |                    |
| <b>Construction of park structures</b><br>Includes building trail bridges, drainages, rock staircases, retaining walls and step stones. Projects of this nature include such tasks as constructing bridges over streams, improving stream bed erosion through installing rip rap, constructing retaining walls from landscape timbers, large stairs from huge stones, etc. |                    |
| <b>Urban services</b><br>Includes graffiti removal, vacant lot clearing, trash/debris removal, and power washing bus shelters. These services are generally provided in downtown areas.  |                    |

Rates are fully loaded. Rates do not include direct costs incurred for items such as purchase of plant material, paint, construction materials or other items needed to complete the tasks.